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No. 29] NEW DELHI, JULY 15—JULY 21, 2007, SATURDAY/ASADHA 24—ASADHA 30, 1929

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्यालय, मुख्य आयकर अधिकृत
जोधपुर, 11 जून, 2007
संख्या 06/2007-08

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX

Jodhpur, the 11th June, 2007
No. 06/2007-08

कर.अव. 2004.—आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23ग) के उप-खण्ड (vi) के साथ संश्लिष्ट आयकर नियमवली, 1962 के नियम 27क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य आयकर अधिकृत, जोधपुर एतद्वारा "जैन विश्व भारती संस्थान, लद्दनू, जिला नागौर (राजस्थान)" को उक्त धारा के प्रयोजनार्थ निर्धारण वर्ष 2008-09 से 2010-11 तक के लिए अनुमोदित करते हैं।

यह अनुमोदन इस शर्त के अधीन है कि संस्थान आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23ग) के उप-खण्ड (vi) सहस्रित्त आयकर नियमवली, 1962 के नियम 27क के प्रावधानों की निरंतर अनुपालना करती रहेगी।

[संख्यांक: मुआवजा/ओ.आव(सक)/10(23ग)(vi)/2007-08]

विजय रंजन, मुख्य आयकर अधिकृत

S.O. 2004.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with Rule 2CA of the Income-tax Rules, 1962, I, the Chief Commissioner of Income-tax, Jodhpur, hereby approve "Jain Vishva Bharti Institute, Ladnun, District-Nagaur (Rajasthan)" for the purpose of the said section for the assessment years 2008-09 to 2010-2011.

This approval is subject to the Institute's continued compliance with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with Rule 2CA of the Income-tax Rules, 1962.

[No. OCTI/ITO(Tech.)/10(23C)(VI)/2007-08]

VIJAY RANJAN, Chief Commissioner of Income-tax

वित्त मंत्रालय
(आर्थिक कार्य विभाग)
(बैंकिंग प्रभाग)

नई दिल्ली, 25 जून, 2007

क्र.आ. 2005.—एम्प्लॉयड बैंक (प्रत्यक्ष एवं प्रकीर्ण उपबंध) स्वीय, 1970/1980 के खण्ड 9 के उप-खण्ड (1) और (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, इतलुगुवा, श्री पी. के. नैयर, अध्यक्ष, अखिल भारतीय पंचायत नैशनल बैंक अधिकारी संघ को दिनांक 19-2-2007 से 31-3-2009 तक, अर्थात् अधिवर्ष की अवधि प्राप्त करने वाले माह की आखिरी तारीख तक की अवधि के लिए के पंचायत नैशनल बैंक के अधिकारी बने रहने तक, जो भी पहले हो, पंचायत नैशनल बैंक के निदेशक पदावस्था में अधिकांश/कर्मचारी/निदेशक के रूप में नामित करती है।

[फा. सं. 9/3/2007-बीओ-1]

डी. पी. भारद्वाज, अवर सचिव

MINISTRY OF FINANCE
(Department of Economic Affairs)
(BANKING DIVISION)

New Delhi, the 25th June, 2007

S.O. 2005.—In exercise of the powers conferred by clause (f) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clauses (1) and (2) of clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri P.K. Nayar, President, All India Punjab National Bank Officers' Association as Officer/Employee/Director of the Board of Directors of Punjab National Bank for a period, w.e.f. 19-2-2007 and till 31-3-2009, i.e. the last day of the month in which he would attain the age of superannuation or until he ceases to be an officer of the Punjab National Bank, whichever is earlier.

[F.No.9/3/2007-BO-1]

D. P. BHARDWAJ, Under Secy.

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 10 जुलाई, 2007

क्र.आ. 2006.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (2) के साथ पठित धारा 4 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इतलुगुवा, श्री पवन रैना, आईएएस (तमिलनाडु : 70) (सेवाविधुता), को उनके पद ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा उनके 65 वर्ष की आयु प्राप्त कर लेने तक

अथवा औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड (बीआईएफआर) के समाप्त होने तक अथवा अगला आदेश होने तक, इनमें से जो भी पहले हो, बीआईएफआर के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 20(1)/2004-आईएफ-II]

खर्ग सिंह, अवर सचिव

(Department of Financial Services)

New Delhi, the 10th July, 2007

S.O. 2006.—In exercise of the powers conferred by Sub-section (2) of Section 4 read with Sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby appoints Shri Pavan Raina, IAS (TN: 70) (Retd.), as Member, Board for Industrial and Financial Reconstruction (BIFR) for three years, with effect from the date of assumption of the charge of the post or till he attains the age of 65 years or till the abolition of BIFR or until further orders, whichever event occurs the earliest.

[F.No.20(1)/2004-IF-II]

KHARG SINGH Under Secy.

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health & Family Welfare)

New Delhi, the 20th July, 2007

CORRIGENDUM

S.O. 2007.—In partial modification of this Department's Notification No. U. 12012/72/2001-ME (P.II) dated 12th June, 2007, the name of the college may be read as "Amrita School of Medicine, Kochi, Kerala" instead of "Amrita Institute of Medical Sciences & Research Centre, Kochi". Other contents of the Notification remain unchanged.

[U. 12012/72/2001-ME (P.II)]

S. K. MISHRA, Under Secy.

पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय

(पोत परिवहन विभाग)

नई दिल्ली, 21 जून, 2007

क्र.आ. 2008.—केन्द्रीय सरकार, नाविक भविष्य निधि योजना, 1966 के पैरा 37 द्वारा प्रदत्त अधिकार प्रयुक्त करके और भारत सरकार के पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, पोत परिवहन विभाग की तारीख 25 अप्रैल, 2006 की अधिसूचना सं. का.आ. 1687(अ) को अधिकारित करते हुए, नाविक भविष्य निधि के न्यासी-मंडल के परामर्श से, 1 अप्रैल, 2007 से उक्त योजना के अनुसूच 35 के अधीन देश, नाविक भविष्य निधि में नियोजताओं और नाविकों के कुल अंशदान की 5 प्रतिशत धनराशि प्रभार के रूप में निश्चित करती है।

[फा. सं. जो-20018/4/2007-एम टी]

आर. एन. त्रिपाठी, उप सचिव

**MINISTRY OF SHIPPING, ROAD
TRANSPORT AND HIGHWAYS**
(Department of Shipping)

New Delhi, the 15th June, 2007

S.O. 2008.—In exercise of the powers conferred by Paragraph 37 of the Seamen's Provident Fund Scheme, 1966 and in supersession of the notification of the Government of India, Ministry of Shipping, Road Transport and Highways, Department of Shipping S.O. 1687 dated 15th April, 2006, the Central Government, in consultation with the Board of Trustees of the Seamen's Provident Fund hereby fixes with effect from the 1st day of April, 2007, 5 per cent of the total of employers and seamen's contribution to the Seamen's Provident Fund as administrative charges payable under paragraph 35 of the said Scheme.

[F.No.G-20018/4/2007-MT]

R.N. TRIPATHY, Dy. Secy.

आदेश

नई दिल्ली, 10 जुलाई, 2007

क्र.आ. 2009.—व्यावसायिक पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 7 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा पोत परिवहन तथा वारिफाइंग मंत्रालय में भारत सरकार की दिनांक 23 फरवरी, 1985 की अधिसूचना सं. 1025 के अधिकांश में, जहाँ तक व्यावसायिक पोत परिवहन अधिनियम, 1958 की धारा 406 तथा 407 का संबंध है, जो उन शर्तों को स्वीकार, जो इस अधिकांश से पहले पूरी कर ली गई है या हटा दी गई है, नीचे दिये गये हैं कि प्रत्येक शक्ति या अधिकार तथा उन पर अधिरोपित शर्तों, जो उन्हें निम्न सारणी के स्तंभ (1) में उक्त अधिनियम विधि के प्रावधानों द्वारा या इसके अंतर्गत प्रयोग करने या, जैसी स्थिति हो उस रूप में, उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट अधिकारी द्वारा निर्वहन किया जाए, यहाँ कि उक्त सारणी के स्तंभ (3) में विनिर्दिष्ट शर्तें उक्त अधिनियमों का पालन किया जाए, जो है :-

सारणी

व्यावसायिक पोत परिवहन अधिनियम, 1958 के प्रावधान	जिस अधिकारी के पक्ष में प्रस्तावित किया गया	शर्तें
धारा 406 की उप-धारा (1) तथा (2) तथा धारा 407 की उप-धारा (1) तथा (2)	संबंधित नौवहन मंडल निदेशक	प्रदत्त शक्तियों का प्रयोग धारा 406 की उप-धारा (3) तथा धारा 407 की उप-धारा (3) तथा 406 के प्रावधानों के अनुसार किया जाएगा।

[फा. सं. एम एस एल-11(4)/2005]

किरण धिंग्रा, नौवहन मंडल निदेशक

ORDER

New Delhi, the 10th July, 2007

S.O. 2009.—In exercise of the powers conferred by Sub-section (3) of Section 7 of the Merchant Shipping Act, 1958 (44 of 1958) and in supersession of the notification of the Government of India in the Ministry of Shipping and Transport (Directorate General of Shipping) number S.O. 1025, dated the 23rd February, 1985 in so far as it relates to Sections 406 and 407 of the Merchant Shipping Act 1958, except as respects things done or omitted to be before such supersession, the Director General of Shipping with the previous approval of the Central Government, hereby directs that the power or authority conferred and any duty imposed upon him/her, by or under the provisions of the said Act specified in Column (1) of the Table below shall be exercised or, as the case may be, discharged by the officer specified in column (2) of the said Table, subject to the conditions and restrictions specified in column (3) of the said Table, namely :-

TABLE

Provisions of the Merchant Shipping Act, 1958	Officer in whose favour delegation is made	Conditions
1	2	3
Sub-section (1) and (2) of Section 406, and sub-Sections (1) and (2) of Section 407	Joint Director General of Shipping	Powers shall be exercised subject to the provisions of sub-section (3) of Sections 406, sub-section (3) of Section 407 and Section 408.

[F.No. MSL-11(4)/2005]

KIRAN DHINGRA, Director General of Shipping

रसायन एवं उर्वरक मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 4 जून, 2007

क्र.आ. 2010.—केंद्रीय सरकार, राजपात्र "संघ के राजकीय प्रबोधनों के लिए प्रबोधन" नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में रसायन एवं उर्वरक मंत्रालय, उर्वरक विभाग के प्रशासनिक निर्वहणाधीन तत्काल एफसीआई अरावली विभाग एण्ड मिनेरल्स इंडिया लिमिटेड (फेनमिल) के निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत से अधिक अर्थात् शत-प्रतिशत कर्मचारियों ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

क्षेत्रीय खान कार्यालय, फेनमिल, इमौर, जिला बैसलमेर (राजस्थान)

क्षेत्रीय खान कार्यालय, फोगमिल, बीकानेर, जिला बीकानेर
(राजस्थान)

क्षेत्रीय खान कार्यालय, फोगमिल, कवास, जिला बाड़मेर
(राजस्थान)

क्षेत्रीय खान कार्यालय, फोगमिल, सूरतगढ़, जिला श्री गंगानगर
(राजस्थान)

क्षेत्रीय खान कार्यालय, फोगमिल, रामसिंह पुर, जिला श्री
गंगानगर (राजस्थान)

[सं. ई-1101/1/2006-हिन्दी]

विजय चिह्बर, संयुक्त सचिव

MINISTRY OF CHEMICALS AND FERTILIZERS
(Department of Fertilizers)

New Delhi, the 4 June, 2007

S.O. 2010.—In pursuance of sub-rule (4) of the Rule 10 of the Official Language "Use for official purposes of the Union" Rule 1976 the Central Govt. hereby notifies the following officers of FCI Aravali Gypsum & Minerals India Ltd. (FAGMIL) a PSU under the Administrative Control of the Ministry of Chemicals & Fertilizers, Department of Fertilizers whereof more than 80% staff i.e. 100% have acquired the working knowledge of Hindi.

Area Mines Office, FAGMIL, Hamira, District Jaisalmer (Rajasthan)

Area Mines Office, FAGMIL, Bikaner, District Bikaner (Rajasthan)

Area Mines Office, FAGMIL, Kavas, District Badmer (Rajasthan)

Area Mines Office, FAGMIL, Suratgarh, District Shree Ganganagar (Rajasthan)

Area Mines Office, FAGMIL, Ramsinghpur, District Shree Ganganagar (Rajasthan)

[No. E-1101/1/2006-Hindi]

VIJAY CHIBBER, Jr. Secy.

अल्पसंख्यक कार्य मंत्रालय

नई दिल्ली, 10 जुलाई, 2007

क्र.आ. 2011.—भारत में अल्पसंख्यकों के भौगोलिक फैलाव के प्रश्नों पर अधिसूचना सं. 5-12/2006-पीपी-1 दिनांक 02 मार्च, 2007 द्वारा एक अंतर-मंत्रालयी कार्यदल का गठन किया गया था। उक्त अधिसूचना के पैरा 5 के अनुसार इस कार्यदल को अपनी रिपोर्ट तीन मस की अवधि के भीतर प्रस्तुत करने थी।

2. कार्यदल के विचारार्थ विषयों के संदर्भ में एक स्थिति-पत्र तैयार करने के लिए, इस कार्यदल द्वारा एक उपसमूह गठित किया

गया है। इसे देखते हुए कार्यदल द्वारा रिपोर्ट प्रस्तुत करने की अवधि को तीन मस तक और बढ़ा दिया गया है।

3. इसे सक्षम प्राधिकारी का अनुमोदन प्राप्त है।

[सं. 5-12/2006-पीपी-1]

अमेइसिंग लुईखम, संयुक्त सचिव

MINISTRY OF MINORITY AFFAIRS

New Delhi, the 10th July, 2007

S.O. 2011.—An inter-ministerial Task Force on implications of the geographical distribution of minorities in India was set up vide notification No. 5-12-2006-PP-1 dated 2nd March, 2007. As per para 5 of the said notification, the Task Force was required to submit its report within a period of three months.

2. For preparation of a position paper in the context of the terms of reference of the Task Force, a sub-group has been set up by the Task Force. In view of this, the period of submission of the report by the Task Force has been extended by three months.

3. This has the approval of the Competent Authority.

[No. 5-12/2006-PP-1]

AMEISING LUKHAM, Jr. Secy.

कोयला मंत्रालय

आदेश

नई दिल्ली, 11 जुलाई, 2007

क्र.आ. 2012.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 कर 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक क्र.आ. 2801 तारीख 20, जुलाई, 2006 के प्रकाशन पर, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii) तारीख 22 जुलाई, 2006 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित ऐसी भूमि और भूमि में, या उस पर को अधिकार (जिन्हें इसमें इसके पश्चात् उक्त अधिकार कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विस्तारों से मुक्त होकर आर्थिक रूप से केन्द्रीय सरकार में निहित हो गए हैं;

और, केन्द्रीय सरकार, का यह समझना हो गया है कि वेस्टन कोल्फिल्डम लिमिटेड, नागपुर (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निहित अधिकारों पर ठीक समझे, अनुपालन करने के लिए तैयार है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि भूमि और उक्त भूमि में इस प्रकार निहित या उस पर के सभी अधिकार, तारीख 22 जुलाई, 2006 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने को बचाव, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कंपनी में निहित हो जाएँगे, अर्थात् :

1. उक्त कंपनी, उक्त अधिनियम के उपबंधों के अधीन तथा अवधारित प्रतिफल, स्वाब्ज, मुकसान और वैसे ही मर्यादों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. उक्त कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकारी को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की सहायता के लिए नियुक्त किये गये व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कंपनी वहन करेगी और वैसे ही उक्त भूमि में या उस पर इस प्रकार उक्त अधिकारों के लिए या उनके संबंध में सभी विधिक कार्रवाहियाँ, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी, उक्त कंपनी वहन करेगी;
3. उक्त कंपनी, केन्द्रीय सरकार या उसके पदधारियों को, ऐसे किसी अन्य के संबंध में, जो उक्त भूमि में या उस पर इस प्रकार निहित होने वाले पूर्वोक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, प्रतिपूर्ति करेगी;
4. उक्त कंपनी को, केन्द्रीय सरकारी के पूर्व अनुमोदन के बिना, उक्त भूमि में या उस पर इस प्रकार उक्त निहित अधिकारों को अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
5. उक्त कंपनी, ऐसे निर्देशों और शर्तों को, जो केन्द्रीय सरकारी द्वारा, अब कभी आवश्यक हों, उक्त भूमि के विशिष्ट क्षेत्रों और भूमि में या उस पर अधिकार के लिए दिए जाएँ या अधिकृत किये जाएँ, पालन करेगी।

[सं. 43015/27/2004/पीअरआरडिआयू]

एम. शाहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

ORDER

New Delhi, the 11th July, 2007

S.O. 2012.—Whereas, on the publication of the notification of the Government of India, Ministry of Coal vide number S.O. 2801, dated the 20th July, 2006 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 22nd July, 2006, issued under sub-section (1) of

Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said rights) vested absolutely in the Central Government free from all encumbrances under sub-section (i) of Section 10 of the said Act;

And whereas, the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the said Company), is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the said rights in or over the lands so vested, shall, with effect from the 22nd July, 2006, instead of continuing to so vest in the Central Government, vest in the said Company, subject to the following terms and conditions, namely:—

1. the said Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the said rights, in or over the said lands, so vesting shall also be borne by the said Company;
3. the said Company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in or over the said lands so vested;
4. the said company shall have no power to transfer the lands and said rights in or over the lands so vested to any other person without the previous approval of the Central Government; and
5. the said Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands and rights in or over the lands and as and when necessary.

[No. 43015/27/2004/PRIW]

M. SHAHABUDEEN, Under Secy.

उपभोक्ता करण एवं लोकवितरण मंत्रालय

(उपभोक्ता कार्य विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 11 जुलाई, 2007

क.अ. 2013.—भारतीय मानक ब्यूरो के भारतीय मानक ब्यूरो (प्रमाणन) विनियमन 1988 विनियम 4 के उपविनियमन (5) के तहत यह अधिसूचित किया जाता है कि निम्नलिखित व्योरे वाले लाइसेन्स प्रदान किए जाते हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लागू तिथि	पार्टी का नाम व पता (कारखाना)	मानक की उपाधि	भासा संख्या भाग/खंड व वर्ष
1	2	3	4	5	6
1.	664272	12-1-2007	मेसर्स राजा नर्ग मॉलिंग, 264, कोथे मेडन रोड, वेल्लकोविल, ईरोड-638111	स्वर्ण तथा स्वर्ण मिश्र धातुएं आभूषण/शिल्पकारी- शुद्धता एवं मार्किंग	भासा 1417 : 1999
2.	664273	12-1-2007	मेसर्स श्री कसली एण्ड को ज्वेलर्स, 77, वेस्ट चेरियार स्वामी रोड, आर.एस.पुरम, कोयंबटूर-641002	स्वर्ण तथा स्वर्ण मिश्र धातुएं आभूषण/शिल्पकारी- शुद्धता एवं मार्किंग	भासा 1417 : 1999
3.	664274	16-1-2007	मेसर्स भारद्वाज हार्ड-टेक मोटर व पंप्स, 104, बी-2, एम.आई.जी. कालोनी, हाउसिंग यूनिट, आर.एस.पुरम, कोयंबटूर-641002	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंप्स	भासा 8472 : 1998
4.	664398	19-1-2007	मेसर्स जीजेएक्स अक्का इंडस्ट्रीज, 570, अक्किनी रोड, पी.एन. पालवम कोयंबटूर-641037	पैकेजबंद पेयजल (पैकेजबंद प्रकृतिक मिनरल जल के अस्त्रवा)	भासा 14543 : 2004
5.	664498	23-1-2007	मेसर्स श्री सैकटेरा इंडस्ट्रीज, नं. 33, पट्टलम्पन कोइल स्ट्रीट 3, पीलमेड, कोयंबटूर-641004	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंप्स	भासा 8472 : 1998
6.	664486	24-1-2007	मेसर्स जय जान्सी इंडस्ट्रीज, यूनिट-3, एस.एफ.नं. 301, दुरैसामी ले आउट, आचारमपालवम, कोयंबटूर-641046	गहरे कुओं के निम्नस्तरिय पंप सेट	भासा 14220 : 1994
7.	664485	24-1-2007	मेसर्स आर्कन मेटर्स (इंडिया) प्राइवेट लिमिटेड, ओल्ड नं. 1297, न्यू नं. 207, मेदुपालवम रोड, कोयंबटूर-641043	गहरे कुओं के निम्नस्तरिय पंप सेट	भासा 14220 : 1994
8.	664928	29-1-2007	मेसर्स लक्ष्मी इंजिनियरिंग, 77-ए/1, नेडुनचेलियन स्ट्रीट, रत्तिनपुरी, कोयंबटूर-641027	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंप्स	भासा 8472 : 1998

[सं. सी.एस.डी/13 : 11]

ए. के. तलवार, उप महापंचायक (भासा)

MINISTRY OF CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 11th July, 2007

S.O. 2013.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Operative date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1	2	3	4	5	6
1.	6642272	12-1-2007	M/s. Raja Nagai Malgani, 264, Kovai Main Road, Vellakovil, Erode-638111	Gold and gold alloys, Jewellery/artifacts- fineness and marking	IS 1417 : 1999
2.	6642373	12-1-2007	M/s. Sri Vasavi & Co. Jewellers, 77, West Periya Swamy Road, R. S. Puram, Coimbatore-641002	Gold and gold alloys, Jewellery/artifacts- fineness and marking	IS 1417 : 1999
3.	6642474	16-1-2007	M/s. Bhartiya High-Tech Motor & Pumps, 104, B-2, M.L.G. Colony, Housing Unit, R. S. Puram, Coimbatore-641002	Centrifugal regenerative pumps for clear, cold water	IS 8472 : 1998
4.	6643981	19-1-2007	M/s. GJX Aqua Industries, 570, Avinashi Road, P. N. Palayam, Coimbatore-641037	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	IS 14543 : 2004
5.	6646987	23-1-2007	M/s. Sri Venkatesan Industries, No. 33, Pattalamman Koil Street-3, Peelamedu, Coimbatore-641004	Centrifugal regenerative pumps for clear, cold water	IS 8472 : 1998
6.	6648486	24-1-2007	M/s. Jai Jansi Industries, Unit-3, Sf No. 301, Duraisamy Lay Out, Avinampalayam, Coimbatore-641006	Openwell Submersible Pumpsets	IS 14220 : 1994
7.	6648385	24-1-2007	M/s. Aryen Motors (India) Private Limited, Old No. 1297, New No. 207, Metampalayam Road, Coimbatore-641043	Openwell Submersible Pumpsets	IS 14220 : 1994
8.	6649286	29-1-2007	M/s. Luxmi Engineerings, 77-A/1, Nedumchizhan Street, Rathinapuri, Coimbatore-641027	Centrifugal regenerative pumps for clear, cold water	IS 8472 : 1998

[No. CMD/13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 11 जुलाई, 2007

क्रा.आ. 2014.—भारतीय मानक ब्यूरो के भारतीय मानक ब्यूरो (प्रमाणन) विनियमन, 1988 के विनियम 4 के उप-विनियमन (5) के तहत यह अधिसूचित किया जाता है कि निम्नलिखित व्योरे वाले लाइसेन्स प्रदान किए जाते हैं :-

अनुसूची

क्रम संख्या	लाइसेन्स संख्या	लामू तिथि	पार्टी का नाम व पता (कारखाना)	मानक की उपाधि	भाषा संख्या भाग/खंड व वर्ष
1	2	3	4	5	6
1.	6642174	5-2-2007	मेसर्स चालू ज्वेलरी, 230, एल के ए टावर, लाइट भवन, मेन रोड, बेंगलुरु, ईरोड-638111	स्वर्ण तथा स्वर्ण मिश्र धातुएँ आभूषण/शिल्पकारी- शुद्धता एवं मार्किंग	भाषा 1417 : 1999
2.	6642073	5-2-2007	मेसर्स बामबी तंजालिनी, 64, बाजार स्ट्रीट, सत्यपंगसम, ईरोड-638402	स्वर्ण तथा स्वर्ण मिश्र धातुएँ आभूषण/शिल्पकारी- शुद्धता एवं मार्किंग	भाषा 1417 : 1999
3.	6644885	13-2-2007	मेसर्स सिद्धि राजा नौ बालिनी 253, मेन रोड, कांगियम, ईरोड-638701	स्वर्ण तथा स्वर्ण मिश्र धातुएँ आभूषण/शिल्पकारी- शुद्धता एवं मार्किंग	भाषा 1417 : 1999
4.	6645079	13-2-2007	मेसर्स न्यू कृपा ज्वेलर, 1076, बिग बाजार स्ट्रीट, न्यू संख्या 440, कोयम्बतूर-641001	स्वर्ण तथा स्वर्ण मिश्र धातुएँ आभूषण/शिल्पकारी- शुद्धता एवं मार्किंग	भाषा 1417 : 1999
5.	6647588	19-2-2007	मेसर्स अक्षया ज्वेलर्स प्राइवेट लिमिटेड, 15/5, दूसरा तल, पोन्मपराजपुरम, कोयम्बतूर-641001	स्वर्ण तथा स्वर्ण मिश्र धातुएँ आभूषण/शिल्पकारी- शुद्धता एवं मार्किंग	भाषा 1417 : 1999
6.	6647992	19-2-2007	मेसर्स एस. आर.एस. इंजनीयर्स, संख्या 38, एम. एस. उदयमूर्ती नगर, अब्बास गार्डन, तडागम रोड, कोयम्बतूर-641025	निमज्जनीय पंप सेट	भाषा 8034 : 2002
7.	6648085	19-2-2007	मेसर्स एस.आर.एस. इंजनीयर्स, संख्या 38, एम. एस. उदयमूर्ती नगर, अब्बास गार्डन, तडागम रोड, कोयम्बतूर-641025	निमज्जनीय पंप सेट के पोटर	भाषा 9283 : 1995
8.	6648186	20-2-2007	मेसर्स टेकमेक्स एक्विपमेंट संख्या 3, कापराज नगर, कासफटी रोड, सिविल एयरोड्रोम पोस्ट, कोयम्बतूर-641014	निमज्जनीय पंप सेट	भाषा 8034 : 2002

1	2	3	4	5	6
9.	6658691	21-2-2007	मेसर्स ए. एल. इंजिनियरिंग कंपनी, 16/1-ए, ईस्ट स्ट्रीट, मुमुचेन्द्रिपालयम रोड, वेटरनरी हॉस्पिटल के सामने, अविनाशी-641654	निम्नजनीय पंप सेट	भाषा 8034 : 2002
10.	6659491	22-2-2007	मेसर्स ए. एल. इंजिनियरिंग कंपनी, 16/1-ए, ईस्ट स्ट्रीट, मुमुचेन्द्रिपालयम रोड, वेटरनरी हॉस्पिटल के सामने, अविनाशी-641654	कृषि तथा जल आपूर्ति के लिए सफाई पानी के विजली के मोनोसेट पम्प	भाषा 9079 : 2002
11.	6660375	22-2-2007	मेसर्स जी आर मोटर पंप्स एण्ड के प्राइन्क्स, एस.एफ. संख्या 360, इंदुनगर के सामने, बी.के. पेन रोड, पोलमेट्ट, कोयंबटूर-641004	सफाई पानी के लिए अपकेन्द्रीय पुनरुत्सर्जक पंप	भाषा 8472 : 1998
12.	6660981	23-2-2007	मेसर्स श्री सगुण इंस्ट्रुमेंट्स, 321, न्यू विष्णु बालम ले आउट, प्रायथूर, पी एन पालयम, कोयंबटूर-641037	गहरे कुओं के निम्नजनीय पंप सेट	भाषा 14220 : 1994
13.	6663583	28-2-2007	मेसर्स माही इंजिनियरिंग प्राइवेट लिमिटेड, यूनिट-1, 28, अम्मन कुलम रोड, पी. एन. पालयम कोयंबटूर-641037	अपकेन्द्रीय जेट पम्प	भाषा 12225 : 1997

[स. सी एम टी/13 : 11]

ए. के. कलवार, उप महानिदेशक (मार्केट)

New Delhi, the 11th July, 2007

S.O. 2014.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Operative date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1	2	3	4	5	6
1.	6652174	05-02-2007	M/s. Bain Jewellery, 230, L.K.A Tower Lite Building, Main Road, Vellakovil, Erode-638111	Gold and gold alloys, Jewellery/artifacts- fineness and marking	IS 1417 : 1999
2.	6652073	05-02-2007	M/s. Vasavi Thanga Maligai, 64, Bazar Street, Sathyamangalam, Erode-638401	Gold and gold alloys, Jewellery/artifacts- fineness and marking	IS 1417 : 1999
3.	6654885	13-02-2007	M/s. Sibi Raja Nagai Maligai, 253, Main Road, Kangayam, Erode-638701	Gold and gold alloys, Jewellery/artifacts- fineness and marking	IS 1417 : 1999

1	2	3	4	5	6
4.	6655079	13-02-2007	M/s. New Kruha Jeweller 1076, Big Bazaar Street, New No. 440, Coimbatore-641001	Gold and gold alloys, Jewellery/artifacts fineness and marking	IS 1417: 1999
5.	6657588	19-02-2007	M/s. Akshaya Jewellers Pvt Ltd 15/5, Second Floor, Ponnaiyarajapuram, Coimbatore-641001	Gold and gold alloys, Jewellery/artifacts- fineness and marking	IS 1417: 1999
6.	6657992	19-02-2007	M/s. S.R.S. Engineers No. 38 M.S. Udayamurthy Nagar, Abbas Garden, Thadagam Road, Coimbatore-641025	Submersible Pumps/sets	IS 8034: 2002
7.	6658085	19-02-2007	M/s. S.R.S. Engineers No. 38 M.S. Udayamurthy Nagar, Abbas Garden, Thadagam Road, Coimbatore-641025	Motors for Submersible Pumps/sets	IS 9283: 1995
8.	6658186	20-02-2007	M/s. Technax Equipment No. 3, Kamruj Nagar, Kalapatti Road, Civil Aerodrom P.O., Coimbatore-641024	Submersible Pumps/sets	IS 8034: 2002
9.	6658691	21-02-2007	M/s. A.L. Engineering Company 16/1-A, East Street, Muthuchettipalayam Road, Opp. Veterinary Hospital, Avinashi - 641654	Submersible Pumps/sets	IS 8034: 2002
10.	6659491	22-02-2007	M/s. A.L. Engineering Company 16/1-A, East Street, Muthuchettipalayam Road, Opp. Veterinary Hospital, Avinashi - 641654	Electric Mini/mini Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079: 2002
11.	6660375	22-02-2007	M/s. G.R. Motor Pumps and I. Friends S.F. No. 360, Opp. To Indunagar, V.K. Main Road, Peelamedu, Coimbatore-641004	Centrifugal regenerative pumps for clear, cold water	IS 8472: 1998
12.	6660981	23-02-2007	M/s. Sri Sarguna Industries 321, New Chitram Balam Layout, Palayur, P.N. Palayam, Coimbatore-641037	Openwell Submersible Pumps/sets	IS 14220: 1994
13.	6663583	28-02-2007	M/s. Mahoe Engineering Pvt. Ltd. Unit-I 28 Amman Kulam Road P.N. Palayam, Coimbatore-641037	Centrifugal Jet Pumps	IS 12225: 1997

[No. CMLD/13/11]

A. K. TALWAR, Dy. Director General (Marks)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली : जुलाई, 2007

क्र.आ. 2015.—केन्द्रीय सरकार, राजभाषा (संघ के आसक्रीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रम आयस्क इंडिया लिमिटेड, 5, सिकन्दरा रोड, नई दिल्ली-110001 को, जिसमें 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या 11011/1/2007 (हिन्दी)-पार्ट-1]

प्रभ दास, संयुक्त सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 9th July, 2007

S.O. 2015.—In pursuance of Sub rule 4 of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of the public sector undertaking Oil India Limited, 5, Sikandra Road, New Delhi-110001 under the administrative control of the Ministry of Petroleum and Natural Gas, in which more than 80 per cent staff have acquired working knowledge of Hindi.

[No.11011/1/2007 (Hindi) Part-1]

PRABH DAS, Jt. Secy.

नई दिल्ली, 13 जुलाई, 2007

क्र.आ. 2016.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय द्वारा जारी की गई वर्णित का.आ. संख्याओं और तारीखों वाली अधिसूचनाओं द्वारा उन अधिसूचनाओं से उत्पन्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन का अधिकार प्राप्त किया था;

और, केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विस्तारणों से भुक्त उपयोग के अधिकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था।

और चूंकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्ट्रिट, उत्कृष्ट बिट्टी का तेल और वेग डीजल के परिवहन के प्रयोजन के लिए हरियाणा राज्य में तहसील नावल से तहसील बलदुर्ग तक पाईपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से सलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को हरियाणा राज्य में मार्गाधिकार गतिविधियों की "प्रचालन की समाप्ति" की तारीख के रूप में घोषित करती है।

अनुसूची

क्र. का.आ.नं.वा. तारीख सं	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6
2247 दिनांक 23-06-05	खण्डेबहा	बावल	रेवाड़ी	हरियाणा	21-03-2007
3968 दिनांक 27-10-05	मोहनपुर	बावल	रेवाड़ी	हरियाणा	21-03-2007
3713 दिनांक 14-09-06	टाँकड़ी	नावल	रेवाड़ी	हरियाणा	21-03-2007
	सांवरपुर	नावल	रेवाड़ी	हरियाणा	21-03-2007
	आसरा का माजरा	नावल	रेवाड़ी	हरियाणा	21-03-2007
	पैरास पुर	बावल	रेवाड़ी	हरियाणा	21-03-2007
	भटनी				
	मोहम्मद पुर	बावल	रेवाड़ी	हरियाणा	21-03-2007
	नैहचाना	नावल	रेवाड़ी	हरियाणा	21-03-2007
	सुलखा	बावल	रेवाड़ी	हरियाणा	21-03-2007

1	2	3	4	5	6	7
2 2506	दिनांक 5-07-05	जैकड़ावास	रेवाड़ी	रेवाड़ी	हरियाणा	21-03-2007
3969	दिनांक 18-11-05	भाम्हावास	रेवाड़ी	रेवाड़ी	हरियाणा	21-03-2007
3713	दिनांक 14-09-06	भधाड़ी	रेवाड़ी	रेवाड़ी	हरियाणा	21-03-2007
		कमालपुर	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		सुरियावास	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		धामलका	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		राहवाजपुर खालसा	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		बैरियावास	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		माजरा भुर्दस	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		कौनसोकस	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		कासाका	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		माडिया कलां	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		खलीलपुरी	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		माजरा बवांराज	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		फिदेदी	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		बुडानी	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		रामगढ़	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		डाबड़ी	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		गोकलपुर	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		जाली	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		जट सायरवास	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
		ठवान	रेवाड़ी	रेवाड़ी	हरियाणा	17-05-2007
3 2240	दिनांक 22-06-05	फरीदपुर	फरुखनगर	गुडगाँव	हरियाणा	17-05-2007
3526	दिनांक 05-10-05	कारोला	फरुखनगर	गुडगाँव	हरियाणा	17-05-2007
3707	दिनांक 12-09-06	राजपुर	फरुखनगर	गुडगाँव	हरियाणा	17-05-2007
		गुमाना	फरुखनगर	गुडगाँव	हरियाणा	17-05-2007
		भिरहेड़ा	फरुखनगर	गुडगाँव	हरियाणा	17-05-2007
		धराक	फरुखनगर	गुडगाँव	हरियाणा	17-05-2007
		मुशेदपुर	फरुखनगर	गुडगाँव	हरियाणा	17-05-2007
4 2566	दिनांक 05-07-05	धीलनावास	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
3847	दिनांक 21-10-05	खलीलपुर	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
3712	दिनांक 14-09-06	खेतियावास	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		बलोवा	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		कपास	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		गंगाली	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		पहाड़ी	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		मौजाबाद	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		झाडावास	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		हकदारपुर	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		शेरपुर	पाटोदी	गुडगाँव	हरियाणा	17-05-2007
		राजपुरा	पाटोदी	गुडगाँव	हरियाणा	17-05-2007

1	2	3	4	5	6	7
5	2497 दिनांक 04-07-05	सुहरी	झुज्जर	झुज्जर	हरियाणा	17-05-2007
	3966 दिनांक 27-10-05	कुतली	झुज्जर	झुज्जर	हरियाणा	17-05-2007
	3706 दिनांक 12-09-96	रादरी रोड	झुज्जर	झुज्जर	हरियाणा	17-05-2007
		बीड रादरी	झुज्जर	झुज्जर	हरियाणा	17-05-2007
		मुनीमपुर कुकड़ोला	झुज्जर	झुज्जर	हरियाणा	17-05-2007
		बाहमनोला	झुज्जर	झुज्जर	हरियाणा	17-05-2007
		लाहपुर	झुज्जर	झुज्जर	हरियाणा	17-05-2007
		फैजाबाद ठर्फ	झुज्जर	झुज्जर	हरियाणा	17-05-2007
		पट्टसीर				
6	2495 दिनांक 04-07-05	बादली	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
	3846 दिनांक 21-10-05	मोहम्मदपुर मानस	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
	3711 दिनांक 14-09-96	गोयला कलां	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
		नुपनियां	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
		झाबोदा झुर्द	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
		मोहन्दीपुर	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
		झबोदा कलां	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
		मण्डोटी	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007
		जाखोदा	बहादुरगढ़	झुज्जर	हरियाणा	17-05-2007

[फा. सं. आर-31015/2/2007-ओ आर-11]

ए. गोस्वामी, अवर सचिव

New Delhi, the 13th July, 2007

S. O. 2016.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S. O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of right of user in Land) act, 1962 (50 of 1962) the Central Government acquired the right of user in the said lands specified in the schedule appended to this notification.

And, whereas, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Hindustan Petroleum Corporation Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of Motor Spirit, Superior Kerosene Oil and High Speed Diesel from Mundra installation of Hindustan Petroleum Corporation Limited, Mundra in the State of Gujarat to Delhi in the NCT of Delhi has been laid in the said lands and hence the ROU operations may be terminated from Tehsil Bawal to Tehsil Bahadurgarh in the State of Haryana in respect of the said lands which are specified in the Schedule appended to this Notification;

Now, therefore, in exercise of the powers conferred by rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declare the dates mentioned in Column 7 of the said schedule as the dates of termination of operations in ROU in the State of Haryana.

SCHEDULE

Sr. No.	S. O. No. & date	Name of Village	Tehsil	District	State	Date of termination
1	2	3	4	5	6	7
1	2247 dt. 23-06-05	Khandewra	Bawal	Rewari	Haryana	21-03-2007
	3968 dt. 27-10-05	Mohanpur	Bawal	Rewari	Haryana	21-03-2007
	3713 dt. 14-09-06	Tankri	Bawal	Rewari	Haryana	21-03-2007
		Sanjarpur	Bawal	Rewari	Haryana	21-03-2007
		Asra la Majra	Bawal	Rewari	Haryana	21-03-2007
		Behrampur	Bawal	Rewari	Haryana	21-03-2007
		Bharangi				
		Mohamadpur	Bawal	Rewari	Haryana	21-03-2007
		Nechana	Bawal	Rewari	Haryana	21-03-2007
		Sulkha	Bawal	Rewari	Haryana	21-03-2007
2	2500 dt. 5-07-05	Jaitrawas	Rewari	Rewari	Haryana	21-03-2007
	4326 dt. 18-11-05	Bharwas	Rewari	Rewari	Haryana	21-03-2007
	3708 dt. 12-09-06	Bhawari	Rewari	Rewari	Haryana	21-03-2007
		Kamalpur	Rewari	Rewari	Haryana	17-05-2007
		Chhuriawas	Rewari	Rewari	Haryana	17-05-2007
		Dhamlaka	Rewari	Rewari	Haryana	17-05-2007
		Shahbajpur	Rewari	Rewari	Haryana	17-05-2007
		Khalisa				
		Bharuwas	Rewari	Rewari	Haryana	17-05-2007
		Majra Gurdass	Rewari	Rewari	Haryana	17-05-2007
		Konsiwas	Rewari	Rewari	Haryana	17-05-2007
		Kalaka	Rewari	Rewari	Haryana	17-05-2007
		Mandia Kalan	Rewari	Rewari	Haryana	17-05-2007
		Khatilpuri	Rewari	Rewari	Haryana	17-05-2007
		Majra Sheoraj	Rewari	Rewari	Haryana	17-05-2007
		Phideri	Rewari	Rewari	Haryana	17-05-2007
		Budhani	Rewari	Rewari	Haryana	17-05-2007
		Kungarh	Rewari	Rewari	Haryana	17-05-2007
		Dabri	Rewari	Rewari	Haryana	17-05-2007
		Gokalpur	Rewari	Rewari	Haryana	17-05-2007
		Janti	Rewari	Rewari	Haryana	17-05-2007
		Jat Sairwas	Rewari	Rewari	Haryana	17-05-2007
		Dawana	Rewari	Rewari	Haryana	17-05-2007
3	2240 dt. 22-06-05	Faridpur	Faruknagar	Gurgaon	Haryana	17-05-2007
	3576 dt. 05-10-05	Karola	Faruknagar	Gurgaon	Haryana	17-05-2007
	3707 dt. 12-09-06	Rajupur	Faruknagar	Gurgaon	Haryana	17-05-2007
		Gugana	Faruknagar	Gurgaon	Haryana	17-05-2007
		Birbara	Faruknagar	Gurgaon	Haryana	17-05-2007
		Jarau	Faruknagar	Gurgaon	Haryana	17-05-2007
		Murshidpur	Faruknagar	Gurgaon	Haryana	17-05-2007
4	2506 dt. 05-07-05	Ghilanawas	Patodi	Gurgaon	Haryana	17-05-2007
	3847 dt. 21-10-05	Khalilpur	Patodi	Gurgaon	Haryana	17-05-2007
	3712 dt. 14-09-06	Khetawas	Patodi	Gurgaon	Haryana	17-05-2007
		Balewa	Patodi	Gurgaon	Haryana	17-05-2007
		Bapas	Patodi	Gurgaon	Haryana	17-05-2007

1	2	3	4	5	6	7
	2506 dt. 05-07-05	Gangli	Patodi	Gurgaon	Haryana	17-05-2007
	3847 dt. 21-10-05	Pahari	Patodi	Gurgaon	Haryana	17-05-2007
	3712 dt. 14-09-06	Mozzabad	Patodi	Gurgaon	Haryana	17-05-2007
		Dadawas	Patodi	Gurgaon	Haryana	17-05-2007
		Hakdarpur	Patodi	Gurgaon	Haryana	17-05-2007
		Sheerpur	Patodi	Gurgaon	Haryana	17-05-2007
		Rajpura	Patodi	Gurgaon	Haryana	17-05-2007
5	2497 dt. 04-07-05	Lohari	Jhajjar	Jhajjar	Haryana	17-05-2007
	3966 dt. 27-10-05	Kutani	Jhajjar	Jhajjar	Haryana	17-05-2007
	3707 dt. 12-09-06	Dadri Tec.	Jhajjar	Jhajjar	Haryana	17-05-2007
		Bir Dabri	Jhajjar	Jhajjar	Haryana	17-05-2007
		Munimpur-	Jhajjar	Jhajjar	Haryana	17-05-2007
		Kulmala				
		Bamanola	Jhajjar	Jhajjar	Haryana	17-05-2007
		Ladpura	Jhajjar	Jhajjar	Haryana	17-05-2007
		Faizabad alias-	Jhajjar	Jhajjar	Haryana	17-05-2007
		Pasoor				
6	2495 dt. 04-07-05	Hadli	Bahadurgarh	Jhajjar	Haryana	17-05-2007
	3946 dt. 21-10-05	Mohamadpur	Bahadurgarh	Jhajjar	Haryana	17-05-2007
	3711 dt. 14-09-06	Majra				
		Goyala Kalan	Bahadurgarh	Jhajjar	Haryana	17-05-2007
		Bhupania	Bahadurgarh	Jhajjar	Haryana	17-05-2007
		Daboda Khurd	Bahadurgarh	Jhajjar	Haryana	17-05-2007
		Mehindipur	Bahadurgarh	Jhajjar	Haryana	17-05-2007
		Daboda Kalan	Bahadurgarh	Jhajjar	Haryana	17-05-2007
		Mandothi	Bahadurgarh	Jhajjar	Haryana	17-05-2007
		Jakheda	Bahadurgarh	Jhajjar	Haryana	17-05-2007

(F.No. R-310152/2007-OR-II)

A. GOSWAMI, Under Secy.

नई दिल्ली, 13 जुलाई, 2007

सर.आ. 2017.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस पर्यवेक्षण द्वारा जारी नीचे दी गई वर्णित क.आ. संख्याओं और तारीखों वाली अधिसूचनाओं द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन का अधिकार प्रप्त किया था;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी क्लियरिंगों से मुक्त उपयोग के अधिकार हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था ;

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्पिड, उत्कृष्ट पिट्टी का तेल और बेग डीजल के परिवहन के प्रयोजन के लिए राजस्थान राज्य में तहसील आदू रोड से तहसील देसूरी तक राजस्थान राज्य में आईपलाइन निक्काई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन सम्पन्न किया जाय ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 के नियम 4 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को राजस्थान राज्य में प्राधिकार प्रतिविधियों की प्रचालन सम्पत्ति की तारीख के रूप में घोषित करती है ।

1	2	3	4	5	6	7
	2320 दिनांक 24-06-2005	बारवा	बाली	पाली	राजस्थान	30-04-2007
	3969 दिनांक 27-10-2005	सुनावा	बाली	पाली	राजस्थान	30-04-2007
	2067 दिनांक 25-05-2006	सेसली	बाली	पाली	राजस्थान	30-04-2007
		पुनरुदिया	बाली	पाली	राजस्थान	30-04-2007
		लालराई	बाली	पाली	राजस्थान	30-04-2007
		हुंवाली	बाली	पाली	राजस्थान	30-04-2007
		मुंडरा	बाली	पाली	राजस्थान	30-04-2007
4.	2503 दिनांक 05-07-2005 और 445 दिनांक 31-01-2006	मोरखा	देसूरी	पाली	राजस्थान	30-04-2007
		मादा	देसूरी	पाली	राजस्थान	30-04-2007
		सिन्दरली	देसूरी	पाली	राजस्थान	30-04-2007
		गुडा मंगलौया	देसूरी	पाली	राजस्थान	30-04-2007
		छोटा	देसूरी	पाली	राजस्थान	30-04-2007
		गुडापाटिया	देसूरी	पाली	राजस्थान	30-04-2007
		आना	देसूरी	पाली	राजस्थान	30-04-2007
		सारंगवास	देसूरी	पाली	राजस्थान	30-04-2007
		श्रीभावास	देसूरी	पाली	राजस्थान	30-04-2007
		नारलाई	देसूरी	पाली	राजस्थान	30-04-2007
		चक सुवापुर	देसूरी	पाली	राजस्थान	30-04-2007
		डेहली	देसूरी	पाली	राजस्थान	30-04-2007
		अटाटिवा	देसूरी	पाली	राजस्थान	30-04-2007
		कंसूली	देसूरी	पाली	राजस्थान	30-04-2007
		दावलान्न कला	देसूरी	पाली	राजस्थान	30-04-2007
		फेरली	देसूरी	पाली	राजस्थान	30-04-2007
		टोकरला	देसूरी	पाली	राजस्थान	30-04-2007
		कोतर	देसूरी	पाली	राजस्थान	30-04-2007
		खीवाडा	देसूरी	पाली	राजस्थान	30-04-2007
		घाताजी का गुडा	देसूरी	पाली	राजस्थान	30-04-2007
		सिखस	देसूरी	पाली	राजस्थान	30-04-2007

[फा. सं. आर-31015/2/2007-ओ आर-II]

ए. गोस्वामी, जवर सचिव

New Delhi, the 13th July, 2007

S. O. 2017.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S. O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section 6 of the Petroleum and Mineral Pipelines (Acquisition of right of user in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the said lands specified in the schedule appended to those notifications.

And, whereas, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Hindustan Petroleum Corporation Limited;

And, whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Motor Spirit, Superior Kerosene Oil and High Speed Diesel from Mundra installation of Hindustan Petroleum Corporation Limited, Mundra in the State of Gujarat to Delhi in the NCT of Delhi has been laid in the

1	2	3	4	5	6	7
	2330 dt. 24-06-07	Barwa	Bali	Pali	Rajasthan	30-04-2007
	3969 dt. 27-10-2005 &	Lunawa	Bali	Pali	Rajasthan	30-04-2007
	2067 dt. 25-05-2006	Sesali	Bali	Pali	Rajasthan	30-04-2007
		Ponadiya	Bali	Pali	Rajasthan	30-04-2007
		Lalmi	Bali	Pali	Rajasthan	30-04-2007
		Doongli	Bali	Pali	Rajasthan	30-04-2007
		Mundara	Bali	Pali	Rajasthan	30-04-2007
4	2503 dt. 05-07-2005 &	Moricha	Desuri	Pali	Rajasthan	30-04-2007
	445 dt. 31-01-2006	Mada	Desuri	Pali	Rajasthan	30-04-2007
		Sindheli	Desuri	Pali	Rajasthan	30-04-2007
		Guda Mangaliya	Desuri	Pali	Rajasthan	30-04-2007
		Choda	Desuri	Pali	Rajasthan	30-04-2007
		Guda Patriya	Desuri	Pali	Rajasthan	30-04-2007
		Ana	Desuri	Pali	Rajasthan	30-04-2007
		Sarangwas	Desuri	Pali	Rajasthan	30-04-2007
		Shobhawas	Desuri	Pali	Rajasthan	30-04-2007
		Narlai	Desuri	Pali	Rajasthan	30-04-2007
		Chaksuapur	Desuri	Pali	Rajasthan	30-04-2007
		Dhebi	Desuri	Pali	Rajasthan	30-04-2007
		Atariya	Desuri	Pali	Rajasthan	30-04-2007
		Kesooli	Desuri	Pali	Rajasthan	30-04-2007
		Dilma Kahan	Desuri	Pali	Rajasthan	30-04-2007
		Karli	Desuri	Pali	Rajasthan	30-04-2007
		Tokarla	Desuri	Pali	Rajasthan	30-04-2007
		Kolar	Desuri	Pali	Rajasthan	30-04-2007
		Kharwara	Desuri	Pali	Rajasthan	30-04-2007
		Mataji Ka Guda	Desuri	Pali	Rajasthan	30-04-2007
		Siwas	Desuri	Pali	Rajasthan	30-04-2007

[F.No.R-31015/2/2007-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 17 जुलाई, 2007

प्र.अ. 2018.— तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) धारा (3) की उप-धारा (3) के खण्ड (अ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री अरुण रामानथन, सचिव, रसायन एवं पेट्रोकेमिकल विभाग को दिनांक 11 जून, 2007 से दो साल की अवधि के लिए या अगला आदेश जारी होने तक, जो भी पहले हो, तेल उद्योग विकास बोर्ड का सदस्य नियुक्त करती है।

[सं. अ. 35012/2/91-वि. II]

प्रकाश निवेदिता, अवर सचिव

New Delhi, the 17th July, 2007

S.O. 2018.—In exercise of the powers conferred by Clause (a) of sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoint Shri Arun Ramanathan, Secretary, Deptt. of Chemicals & Petrochemicals, as a Member of the Oil Industry Development Board for a period of two years w.e.f. 11th June, 2007 or until further orders, which ever is earlier.

[F.No.G-35012/2/91-Fin. II]

PRAKASH NEVATTA, Under Secy.

अन एव रोजसर मंत्रालय

नई दिल्ली, 27 जून, 2007

क्र.अ. 2019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुंगभद्रा ग्रामीण बैंक के अधिवक्ता के संनद्ध निवेदकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैल्लोर के पंचाट (संदर्भ संख्या 2/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-6-2007 को प्राप्त हुआ था।

[सं. यल-12012/213/2002-आई.अर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th June, 2007

S.O. 2019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure in the Industrial Dispute between the management of Tungbhadra Gramina Bank and their workman received by the Central Government on 27-6-2007.

[No. L-12012/213/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated: 5th June, 2007

PRESENT:

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 02/2003

I Party

Shri H. Yerriswamy,
S/o Shri H. Heeribasappa,
C/o Shri K. Himumanthappa,
Retired Teacher,
Kallukamba P.O.,
Bellary Distt.,
Karnataka State

II Party

The Chairman,
Tungbhadra Gramina
Bank (Head Office),
Gandhi Nagar,
Bellary
Karnataka State

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/213/2002-IR (B-1) dated 26th December, 2002 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of M/s. Tungbhadra Gramina Bank in terminating the agency of New Nithya Nidhi Deposits Scheme in

respect of Shri H. Yerriswamy w.e.f. 29-4-1995 is justified? If not, what relief the workman is entitled?"

1. The case of the first party workman as made out in the Claim Statement, to put in nutshell, is that he joined the services of the management at Kallukamba branch on 13.4.1987 as NND Agent and worked as such, continuously, and sincerely till 28-4-1995 when the branch manager asked him not to work as NND Agent. His repeated requests to take him back in service fell on deaf ears on the ground that he was not coming under the definition of "Workman" under the ID Act 1947 and the cases in that regard are pending at the Supreme Court; that the management has not given any notice, notice pay, retrenchment compensation etc. nor held any enquiry against the first party before his services were terminated and therefore, termination amounts to illegal retrenchment as his services could not have been terminated he being held to be a 'workman' in the light of the judgment of the Supreme Court of India. Therefore, he is entitled to be reinstated in service with full back wages, continuity of service and other attended benefits.

2. The management by its Counter Statement not disputing the fact that the first party had been working in the aforesaid branch as NND Agent from 9-4-1987 and that he was engaged in the above said capacity subsequently from 31-1-1989 at Kurugol Branch in Bellary, however, contended that there was an agreement between the first party and the management dated 9-4-1987 and as per the said agreement the first party was required to collect deposits from the depositors daily and remit them to the bank; that in the year 1994 it came to the notice of the management that the first party was not collecting the deposits daily and therefore, by letter dated 13-7-1994 he was advised to make deposit collections daily. The first party by his reply dated 21-7-1994 however, informed the bank that he would collect the deposits for two days only in a week instead of collection on daily basis. The above said request was not acceded to by the bank and he was communicated through a letter dated 18-10-1995 that it was not in conformity with the objective of the scheme and was asked to send a confirmation letter to the effect that he will agree to collect deposits daily and promptly in accordance with the scheme. However, the first party did not obey by the instructions given to him and did not perform his duties as per the agreement cited above. He committed breach of contract of the agreement dated 31-1-1989 and therefore, his agency was terminated; that in the year 1999 first party approached the management and got released the security deposit of Rs. 6,000 with accumulated interest; that he did not show any interest to resume the agency during the period from November 1995 to 1999. He approached the bank during 1999 as an after thought and therefore in view of his past record and abnormal delay his request was declined. The management contended that the contract between the first

party and the management was not coming under the definition of employment of the bank and the termination of agency occurred in terms of the agreement and therefore, there arose no question of any notice to be given or compensation to be paid and that it was not a case of illegal termination. The management contended that the judgement of Supreme Court dated 13-2-2001 is not applicable to the present case as the first party and the management were not the parties in the said case. The management contended that there has been unreasonable delay on the part of the first party raising the dispute as his agency was terminated on 28-4-1995 and he approached the conciliation machinery on 14-8-2001 and therefore, the claim is clearly barred by limitation. Therefore, the management requested this court to reject the reference.

3. During, the course of trial, the management examined one witness said to be the General Manager of the management bank as MW1 by filing his affidavit. In his affidavit the witness just reiterated the various contentions taken by the management in its counter statement. During the cross examination of first party, his letter dated 21-7-1994 was marked at EX. M1. The first party by way of rebuttal also filed his affidavit evidence by repeating the very averments made in his claim statements. In this further examination chief he got marked 9 documents at Ex. W1 to W9. I would like to come to the statements of MW1 and WW1 in their cross examination as well as the documents marked during the course of trial as and when found relevant and necessary.

4. Learned counsel for the management as well as learned representative for the first party have submitted their written arguments. The sum and substance of the arguments for the management is to the effect that the first party committed breach of agreement in not collecting the deposits from the depositors daily and remit to the bank and therefore his termination was justified. Its next contention is that the first party withdrew security deposit of Rs. 6000 with accumulated interest and therefore, it cannot be said that there was any dispute existing between the first party and the management after he withdrew the deposit amount. The third contention for the management is that the dispute on hand is a stale dispute raised after a period of 7 years from the date of termination of the agency and therefore, the reference is liable to be dismissed.

5. Whereas, learned Representative for the first party in his arguments while referring to the documents and the statement of MW1 in his cross examination submitted that for no fault of the first party his agency, rather, his services were terminated and therefore, it is the case of retrenchment and illegal termination coming under the provisions of Section 2(cc) of the ID Act read with Section 25F thereof. He contended that services of the first party were not terminated on the ground that he failed to collect the deposit amount daily but under the so called instructions received by the bank from the higher authorities as could be read

from the very termination order marked before this tribunal at Ex. W1. He also submitted that after the receipt of the letter dated 18-10-1995, the first party by way of his reply dated 25-11-1995 marked at Ex. W3 in no uncertain terms submitted that he will collect the deposits on daily basis but thereafter there was no response from the management. He submitted that when the management by its letter dated 18-10-1995 called upon the first party to collect the deposit on daily basis by giving his confirmation letter to that effect, then it cannot be said that the management terminated the services of the first party w.e.f. 11-3-1995 itself, on the ground that he failed to collect the deposits on daily basis as per the agreement between the parties. With regard to the withdrawal of deposit amount by the first party it was contended that as per the statement of the first party he was given loan to the extent of Rs. 75% over the deposit amount and that deposit amount itself, was not taken back by the first party. Even otherwise, it cannot be said that the first party forfeited his right to seek the reinstatement or re-employment in receiving the deposit amount. On the point that dispute on hand is hit by an inordinate delay, learned representative submitted that from the letters produced by the first party marked before this tribunal at Ex. W2 to W9 will prove that the first party has been all along making request with the management seeking reinstatement and that it is in the year 1999 he was finally given reply by the management to the effect that he cannot be allowed to continue his agency because of inordinate delay in making the representation. Therefore, learned counsel submitted that the case on hand being a simple case of illegal termination in violation of the provisions of Section 25F of the ID Act, the first party is entitled to the reliefs sought for.

6. The facts undisputed in this case are that the first party was working with the management as a NND Agent from 13-4-1987 till 28-4-1995, when he was asked by the branch manager not to work in his branch as NND agent. The fact that NND agent or for that matter piggy agent has been held to be a 'workman' as defined under Section 2(s) of the ID Act as per the decision of their Lordship of Supreme Court reported in AIR 2001 SC 946—Indian Banks Association Vs. The workmen of Syndicate Bank and Others, is not to be disputed and cannot be disputed by the management. Therefore, now we have to proceed on the assumption that as per the principle laid down in the aforesaid decision, the first party is a 'workman' coming under the definition of Section 2(s) of the ID Act. If we proceed on the assumption that the first party is a 'workman' then the next question to be considered would be whether the first party worked under the management continuously for a period of 240 days and more during the 12 calendar months immediately preceding his termination. As noted above, there is no dispute of the fact that from 13-4-1987 till 28-4-1995 the first party was working with the management continuously and therefore, it goes without saying that he worked for a period of 240 days and more during the

12 calendar months immediately preceding the date on which he was asked by the management bank not to work as NND Agent, any more. Now, the next question to be considered would be as to whether the management was justified in terminating his services without compliance of Section 25F of the ID Act. As per the provisions of Section 2(a) of the ID Act, the action of the management in terminating the services of the first party amounts to retrenchment and this retrenchment can be legalised only on the compliance of Section 25F of the ID Act. In the instant case undisputedly, the management did not comply with the provisions of Section 25F of the ID Act and this fact has been very much admitted by MW1 in his cross examination. The contention of the management that the services of the first party have been terminated as he failed to adhere to the terms of agreement to collect the deposits from the depositors on daily basis has remained to be substantiated. In fact from the oral and documentary evidence produced before this tribunal, the above said contention of the management appears to be an after thought and factually incorrect. As argued for the first party, the management by its letter dated 18-10-1995 called upon the first party to give confirmation letter that he will collect the deposits on daily basis or else they will be constrained to recommend the area office to terminate his agency and that confirmation letter shall reach the management, i.e. the branch manager on or before 1-11-1995. It is in response to this letter from the bank the first party by his letter dated 25-11-1995 expressed his willingness for collecting the deposits on daily basis. However, the evidence on record discloses that the management did not respond to the above said reply dated 25-11-1995 given by the first party marked before this tribunal at Ex. W3. Now, coming to the contention of the management that the services of the first party were terminated for breach of the said contract the letter of termination dated 11-3-1995 issued by the Manager Kallukambis branch marked before this tribunal at Ex. W1 makes no mention of the fact that the termination of his services much less his agency was terminated on account of breach of the contract. As per this letter the first party was asked to stop NND collections in view of the letter received by the branch from A.O. Moreover, as noted above, when as per the letter dated 18-10-1995 the branch manager is to call upon the first party to give a confirmation letter to collect the deposit on daily basis, question of terminating his agency by the letter dated 11-3-1995, earlier to the said letter dated 18-10-1995, never arises. Therefore, the contention of the management that it terminated the services so to say agency of the first party for breach of the contract is found to be factually incorrect as well as not substantiated by the management by any evidence on record. Further more, no show cause notice issued or enquiry was held against the first party into the aforesaid allegation of breach of contract by him before his services were terminated. The contention of the management that first party received

back his security deposit amount and therefore, now, he cannot stake his claim of reinstatement or for other benefits, as argued for the first party, must fail for the simple reason that withdrawal of security deposit amount will not amount to the forfeiture of the right, the first party has got. Moreover, the first party in his examination chief came out with the version that, he in fact, he received loan from the bank to the extent of 75% over the above said deposit amount. The management did not challenge the above said statement of the first party nor produced any evidence to suggest that the first party in fact was paid back his security deposit amount. The next contention of the management that the first party did not rack up the question of his reinstatement or raised the dispute with the management in between the year 1995 and 1999 and that he raised the dispute with the conciliation officer concerned after about a period of 7 years and therefore, the reference is liable to be dismissed on account of the above said laches on the part of the first party, in my opinion again must fail for the reason that first party before this tribunal has produced the letters he wrote to the management at Ex. W2 to W7 ranging in between the period from 1995 to 1999. The management witness in his cross examination has admitted that the aforesaid letters have been received by the management bank from the first party making the request to take him back in service. The contention of the management that the first party raised the dispute in the year 2001 taking the advantage of the decision of their Lordship of Supreme Court referred to supra and therefore, he must fail, once again, appears to be without any substance. There is nothing wrong on the part of the first party in raising the dispute after having come to know the decision of their Lordship of Supreme Court in holding that a 'Pigmy Agent' like him comes under the definition of 'workman' and he is entitled for certain benefits. Therefore, in the light of above, all the contentions raised by the management in opposing the claim of the first party must fail. As noted above, the action of the management in terminating the services of the first party amounts to retrenchment and since it is not in compliance with the provisions of Section 25F of the ID Act, it is a case of illegal retrenchment and illegal termination and accordingly it is to be held that the management was not justified in terminating the services of the first party.

7. Now, coming to the relief of reinstatement which should have been granted to the first party, in the normal course. It is to be made clear at the very outset that a Pigmy Agent held to be a "workman" in the light of the aforesaid decision of their Lordship of Supreme Court is for a limited purpose i.e. to say not to get certain benefits on par with a regular employee of the management bank. Moreover, as on today a long period of more than 10 years has passed from the date of termination in question and at this juncture it will not be advisable for this tribunal to call upon the management to take back the first party into service, that

too, as a Pigny Agent. As far as the relief of backwages is concerned, the first party in his claim statement as well as in his examination chief has come out with a case that his last drawn wages were Rs. 2000 per month and whereas the management by way of counter statement as well as through the affidavit of its witness contended that he was drawing a sum of Rs. 486 by way of monthly commission as on the date he was stopped from collecting the deposits. Except the oral contention of the first party and the oral assertion of the management, there is no documentary evidence as such produced before this tribunal as to what were the actual wages either by way of salary or by way of commission, the first party was drawing as on the date his services/agency was terminated. Therefore, having regard to the observations made by their Lordship of Supreme Court at Para 4 of the aforesaid decision with regard to the commission amount, conveyance allowance and gratuity amount to be paid to such of the deposit collectors, taking into account the first party slept over his rights for about a period of 4 years between the years 1995 and 1999 and then for about a period two years between the years 1999 and 2001 when he raised the dispute with the conciliation officer concerned and taking into consideration the period elapsed subsequent to the reference on lump, it appears to me that ends of justice will be met if the first party by way of compensation is ordered to be paid a sum of Rs. 75,000 in lumpsum towards his full and final settlement of the claim against the management. Accordingly, the reference is answered and following award is passed.

AWARD

The management is directed to pay a sum of Rs. 75,000 in lumpsum by way of compensation to the first party towards his full and final settlement of the claim against the management within a period of six months from the date of publication of this award or else, the amount shall carry interest at the rate of 10 per cent per annum till its realisation. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 5th June, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 27 जून, 2007

क्र.आ. 2020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेवेली लिग्नाइट कार्पोरेशन के प्रबंधन के संबंध में निवेदनकर्ता और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 61/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-22012/310/2004-आई.आर.(सी.एम.-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Neyveli Lignite Corporation Limited, and their workman received by the Central Government on 27-06-2007.

[No. L-22012/310/2004-IR (CM-II)]

ALAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 11th June, 2007

PRESENT:

K. Jayaraman, Presiding Officer

INDUSTRIAL DISPUTE No. 61/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Neyveli Lignite Corporation Ltd, and their workmen)

BETWEEN

Sri K. Raman

I Party/Petitioner

AND

The Director (Personnel),
Neyveli Lignite Corporation
Limited, Neyveli.

II Party/Management

APPEARANCE

For the Petitioner

M/s. S. Ravi, Advocates

For the Management

M/s. N.A.K. Sarma, Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-22012/310/2004-IR (CM-II) dated 20-07-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute in the order of reference is as follows:

"Whether the action of the management of Neyveli Lignite Corporation Limited, Neyveli, removing Shri K. Raman, Industrial Worker Grade II, from service is legal and justified? If not, to what relief the workman is entitled?"

2. After the receipt of the reference, it was taken on file as I.D. No. 61/2005 and notices were issued to both the parties and both parties have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:

The Petitioner was an employee of the II Party/ Management as an industrial worker Grade-II under the control of Executive Engineer/Electrical MRT Testing zone. During February, 1998, the Petitioner applied for three days leave from 3-2-98 to 5-2-98 with permission on 6-2-98 being his weekly off to attend certain family work at Chennai. But, unfortunately, he was forced to stay back at Chennai owing to sudden sickness affected by jaundice, diabetes, peptic ulcer with low back pain warranting low back pain intensive treatment at Royapettah Government Hospital, Chennai. He then applied leave on medical grounds from 7-2-98 to 9-8-98 on various spell supported with medical certificates from competent medical authority. Though all the leave letters were promptly received by the user division of the Respondent, there was no communication whatsoever either the leave applied for was sanctioned or rejected. After the lapse of three and half months the Executive Engineer sent an intimation dated 13-5-98 requiring the Petitioner to appear for enquiry on 23-5-98 which was received only on 26-5-98 to answer to certain allegations that the Petitioner had absented himself from duty without sufficient cause and had availed more than 90 days of EOL beyond the limit stipulated in standing orders. Therefore, the charges of habitual absence without leave, habitual indiscipline, continuous absence for more than ten days without leave or without sufficient cause, breach of any of the standing orders or any rules framed under these orders, over stay of leave, availed EOL for more than 90 days upto 6-5-98 during the calendar year 1998 and exceeded the limit of EOL. The Enquiry Officer without giving any reasonable opportunity fixed the date of enquiry and during the absence of the Petitioner he completed the enquiry ex-parte on 24-6-98. Even though the representative of the Petitioner requested the Enquiry Officer to adjourn the enquiry till 4.00 pm on the same day, as the Petitioner was on his way from Chennai to appear before the enquiry, in spite of his illness, the Enquiry Officer refused to consider the request and completed the enquiry ex-parte on 24-6-98 within ten minutes. Thus the enquiry was held in a hasty manner and the indifference shown by the Disciplinary Authority himself to the request for few more hours are indication of mala fide motive with a preconceived decision to eliminate the Petitioner from the services of Respondent. The Petitioner submitted reply to the 2nd show-cause notice, but this reply has not been considered by the authorities and the Petitioner was served with termination order signed by Executive Engineer giving effect from 2-2-98. The appeal preferred by the Petitioner to the Appellate Authority was also rejected with modification by revising the word 'dismissal' as that of 'removal'. Though as per the standing orders absence of an employee without sufficient cause is a misconduct, in this case, the Petitioner has applied for leave in advance and had extended as and when necessary duly supported with medical certificates. They were also received by the user division of the Respondent/Management. Therefore,

the allegation that the Petitioner absented himself without sufficient cause is entirely wrong. The enquiry was not conducted properly and principles of natural justice was not followed. The Petitioner was appointed by an officer in the rank of Chief General Manager/P&A of the Corporate Office of Respondent/Management and the Disciplinary Authority and also the Appellate Authority are below the rank of the Chief General Manager, therefore, the entire orders issued by these authorities are void. The entire disciplinary action against the Petitioner was motivated on flimsy ground of unauthorised absence from duty. Further, the Respondent has failed to consider the past records of the Petitioner before issuing the order of removal, therefore, the same is clearly illegal and against the principles of natural justice. Hence, for all these reasons, the Petitioner prays for reinstatement in service with full back wages and other monetary benefits.

4. But, as against this, the Respondent in its Counter Statement contended that the Disciplinary Authority in this case passed the order of dismissal on 25-7-98 and the Appellate Authority had modified this order by his order dated 3-9-98. While so, after the delay of five years, the Petitioner initiated the dispute and he has not stated any valid reason for the long delay. Therefore, this dispute is hopelessly barred by delay and laches and liable to be dismissed. Any how, without prejudice to his contention, the Respondent stated that the charges framed against the Petitioner is that he was absenting himself from duty from 6-2-98 onwards without prior sanction of leave and he was also issued with memo highlighting his absence and its consequences, but the Petitioner did not return to duty till date. He was also cautioned under standing order -29 during the year 1997 about his habit of remaining absent and availing extra-ordinary leave without prior sanction as required. In spite of the above, the Petitioner is in the habit of remaining absent or overstay the sanctioned leave. This is a misconduct falling under sub-clause (a) i, vii, xii, xxi and xxviii of Standing Order 46 read with Standing Order 29C, 31a & b. Since no explanation was given by the Petitioner to the charge memo, domestic enquiry was ordered to be conducted against the Petitioner. Enquiry notice was issued to Petitioner dated 13-5-98 posting enquiry on 23-5-98, dated 25-5-98 posting the enquiry on 6-6-98, dated 8-6-98 posting the enquiry on 26-6-98 under RPAD and these notices were issued to his local (Neyveli) as well as to his native village addresses. However, the enquiry notices sent to his Neyveli address were returned by postal authorities unserved with endorsement 'left' and the notices sent to his native village address were received by Petitioner. Thus, though an adequate opportunity was given to the Petitioner to attend the enquiry, he did not choose to avail same and therefore, the enquiry was conducted ex-parte on 24-6-98 and on conclusion of the enquiry, the Enquiry Officer has given the finding that charge framed against the Petitioner was proved and on consideration of

the enquiry report, the Disciplinary Authority provisionally came to the conclusion to award the punishment of dismissal from service on the Petitioner and after following the usual procedure, the Disciplinary Authority by his reasoned order dated 25-7-98 imposed the punishment of dismissal from service from the Respondent/Management and against the said order, the Petitioner preferred an appeal and it was also rightly rejected with a modification in the punishment to one of removal from service w.e.f. 2-2-98, instead of dismissal from service. The domestic enquiry conducted into the charges are fair and proper and there was no mala fide exercise of power by any authority of Respondent/Management and the non employment of the Petitioner is fully justified. The Petitioner did not report for work from 7-2-98 onwards and no leave application was submitted by him. Therefore, the memos dated 11-2-98 and 17-2-98 were issued to his residential address at Neyveli. He has not informed his residential address nor he did join duty. The Petitioner had unauthorisedly absented for duty for more than ten days without leave letter and prior permission. Though the Petitioner sent two communication by 'Post requesting leave up to 21-2-98 and 15-3-98 citing illness as the reason, the above two communications were received by the Respondent/Management on 19-2-98 and 5-3-98 respectively. However, no medical certificate in support of illness was enclosed or nature of illness was indicated by the Petitioner in the said communications. Further the said communications did not contain any address from which the Petitioner has sent the same. Therefore, the Petitioner was not sanctioned leave. It is false to contend that the Petitioner applied for leave with medical certificate as claimed by him. Subsequently, the Petitioner sent communication seeking leave upto 25-3-98 and then upto 15-4-98 and then upto 5-5-98 and here again, he has not sent any medical certificate in support of the medical leave claimed by him. Further, these communications did not contain the residential address of the Petitioner, only with his undated communication in which he sought leave upto 30-6-98. The Petitioner sent two medical certificate purportedly issued by one Dr.S.Loganathan, Assistant Surgeon, Government Royapettah Hospital, Chennai in support of his leave from 7-2-98 to 30-4-98 and from 1-5-98 to 30-6-98 for a total period of 144 days. Further, these Communications did not contain the nature of illness of Petitioner nor the address of the Petitioner where he was residing at that time. Furthermore, the medical certificates did not contain the date of issue and also did not contain details of clinical condition of the and investigation done by the issuing Doctor. In any event; the departmental disciplinary action proceedings has been initiated against the Petitioner by that time by issue of Charge memo dated 19-3-98 and hence, there was no question of sanction of leave to the Petitioner at that point of time. The Petitioner ought to have submitted proper communication about the illness claimed by him with proper medical certificates. This Respondent has fully equipped 350 bed hospital with

specialist doctors on its rolls, where out patient and domiciliary treatment is extended free of cost to the employees and their dependant family members. Therefore, it is open to the Petitioner to have availed the free and specialized treatment facilities at NLC hospital including referral treatment for which he was entitled as an employee of Respondent/Management. But instead of that, he was remaining unauthorisedly absent from work and supposedly taking treatment at Chennai. Therefore, the allegation of illness shown as reason for unauthorised absence was only an afterthought trotted out as a ruse to cover his unauthorised absence from work. The Petitioner's supposed illness is denied as false. In normal course, the Petitioner should have received the communication on the next day at Neyveli or on third day at his native village if he was residing and available at either of these two places. Apparently, the Petitioner did not furnish information as to his illness, address and the place of treatment taken, only with a view that the real cause of his absence should not be found out by the Respondent/Management. Furthermore, the Petitioner cannot at his convenience choose the time and date of enquiry. The Petitioner is not a Government servant. The Petitioner was only a workman covered under LD. Act and not a Government servant in whose case only Article 311(1) of the Constitution of India would apply. The order passed by the authorities of Respondent were made by competent officers of Respondent corporation. The Disciplinary Authority and also Appellate Authority have also mentioned with regard to consideration of past records of Petitioner in their orders dated 25-7-98 and 5-9-98 respectively. Therefore, the disciplinary proceedings taken against the Petitioner which culminated in his removal from service is fair and justified. Therefore, it is legal, valid and binding on the Petitioner. Hence, for all these reasons, the Respondent prays that the petition may be dismissed with costs.

5. Again, the Petitioner in his rejoinder alleged that no doubt, there is a delay of five years between 25-7-98 and 23-10-03, but it should be attributed to the delay tactics played by Respondent/Management in taking a sensible decision on the representations made by Petitioner with an aim to frustrate the well founded move to regain his last employment. The Petitioner had sent more than sixty representations to the Director (Personnel) during special audience besides mercy petitions and the moves made by the workers union and they were made as required by the office of the Director (personnel) and his subordinate office. Therefore, the attribution of delay is irrelevant and has no place in the present dispute. The charge memo alleged to have been issued by the Respondent was not received by the Petitioner at all. The disciplinary process without obtaining necessary explanation from the delinquent employee is against the standing orders. The orders of Disciplinary Authority and Appellate Authority cannot be a final as they are not competent to pass any

such orders in the absence of any disciplinary powers with them. The Respondent/Management never gave a reasonable opportunity to the Petitioner to defend himself from the charges. The Appellate Authority also never gave fair thought on the appeal preferred by the Petitioner. Once the leave application is received by the Respondent, it cannot be attributed that the leave was one of the unauthorised, unless the leave applied for is rejected or recalled. The Petitioner fell sick at Chennai and it is natural that he had his treatment at Chennai itself and he cannot run back to Neyveli to undergo treatment at Respondent hospital. The over stay of leave and EOL exceeding 90 days are not enumerated in standing orders of Respondent/Management as misconducts. It is an universal principle that no official subordinate in status to the appointing authority could terminate the services of an employee. Hence, the Petitioner prays that an award may be passed in his favour.

6. In these circumstances, the points for my determination are—

1. "Whether the action of the Respondent/Management in removing the Petitioner from service is legal and justified?"
2. "To what relief the Petitioner is entitled?"

Point No.1:

7. On behalf of the Petitioner, the Petitioner himself has examined as WW 1 and he has also examined one Mr. Viswanathadas as WW2 and marked documents Ex. W1 to W37 and on the side of the Respondent/Management one Mr. Josey Thomas was examined as MW1 and 29 documents were marked as EX. M1 to M29 on the side of the Respondent.

8. Learned counsel for the Petitioner contended that the Petitioner has applied leave for three days from 3-2-98 to 5-2-98 with permission on 6-2-98 to attend certain family works at Chennai, but he was unfortunately forced to stay back at Chennai owing to sudden sickness affected by jaundice, diabetes, peptic ulcer with low back pain warranting intensive treatment at Royapettah Government Hospital, Chennai and he then applied for leave on medical grounds from 7-2-98 to 9-8-98 on various spells supported with medical certificates. Though all the leave letters were promptly received by the Respondent/Management, there was no communication whatsoever either the leave applied for was granted or rejection of leave. In the absence of any such communication, the Petitioner was under the impression that his applications for leave were approved by competent authority. After a lapse of three and half months, the Executive Engineer (Elect) sent an intimation dated 13-5-98 requiring the Petitioner to appear for enquiry to answer certain allegations that he had absented himself from duty without sufficient cause and had availed more than 90 days of EOL beyond the limit stipulated in the standing orders of Respondent/Management. The Enquiry Officer after

fairly knowing that the Petitioner could not appear for enquiry as he was on long leave ordered for an open enquiry during the absence of the Petitioner and completed the enquiry within 31 days ex-parte on 24-6-98. Further, even on the date of enquiry, the representative of the Petitioner requested the Enquiry Officer to adjourn the enquiry till 4.00 pm on the same day, as the Petitioner was on his way from Chennai to appear before the enquiry in spite of his illness. But the Enquiry Officer refused to consider the request and completed the ex-parte enquiry within ten minutes. Thus, the haste and the manner in which the enquiry was held, the refusal to concede time upto 4.00 pm on the date of enquiry, the indifference shown by the Disciplinary Authority himself are the indication of mala fide motive with a pre-conceived decision to eliminate the Petitioner from the services of the Respondent/Management. Thus, the entire exercise of disciplinary action against the Petitioner was motivated on flimsy ground of unauthorised absence from duty knowing that the Petitioner had submitted his leave letters and extensions supported with medical certificates as required under standing orders of the Respondent/Neyveli Lignite Corporation Ltd. Further, principles of natural justice was not followed as the enquiry was held in the absence of Petitioner who was on leave. Further, the Disciplinary Authority has pre-determined to remove the Petitioner from service of Respondent/Management and not on the merit of defence and the Petitioner was even though awaiting to offer his explanation. The power to remove or dismiss the employee rests only with the appointing authority, even if there is any delegation of power, such delegation cannot override the guarantee and protection afforded by Article 311(1) of the Constitution of India. In this case, the authorities who passed order of dismissal have no authority to pass such an order. Furthermore, the Respondent/Management has failed to consider the past records of the Petitioner before issuing the impugned order of removal. Therefore, the order of removal is clearly illegal and against the law and natural justice. Hence, he prays that an award may be passed in favour of the Petitioner.

9. But, as against this, the learned counsel for the Respondent contended that the Petitioner is absenting himself from duty from 6-2-98 onwards without prior sanction of leave. Though the Petitioner was issued with memo highlighting his absence and its consequences, he did not return for duty till date. The Petitioner was already cautioned under Standing Order 29 of the Respondent/Management during calendar year 1997 about his habit of remaining absent and availing EOL without prior sanction as required. In spite of the above, the Petitioner is in the habit of remaining absent or overstay of the sanctioned leave. This is an act of misconduct falling under sub-clause S(1) vii, xii, xxxi and xxxviii of Standing Order 46 read with Standing Order 29C, 31a & b. Since no explanation was received from the Petitioner, domestic enquiry was ordered.

to be conducted against him and enquiry notice was issued to the Petitioner dated 13-5-98 posting the enquiry on 23-5-98, notice dated 25-5-98 posting the enquiry on 6-6-98 and notice dated 8-6-98 posting the enquiry on 26-6-98 under Registered Post with acknowledgement due and these notices were issued to his local address (Neyveli) as well as to his native village address. However, the enquiry notices sent to his Neyveli address were returned by the postal authorities unserved with an endorsement "left" and the notices sent to his native village address were received by the Petitioner as admitted by him in his Claim Statement except the enquiry notice dated 23-5-98 fixing the date of enquiry as 6-6-98. Thus, though adequate opportunity was given to the Petitioner to attend the enquiry and to put forth his defence, he did not choose to avail the same and therefore, enquiry was conducted ex-parte on 24-6-98 and the Enquiry Officer furnished his enquiry report on 29-6-98 and after following the procedure, the Disciplinary Authority by his reasoned order dated 25-7-98 awarded the punishment of dismissal from service on the Petitioner and against that order, the Petitioner preferred an appeal which was also dismissed with a modification namely the punishment imposed on him was removal from service instead of dismissal. Thus, after the delay of five years, the Petitioner has raised the industrial dispute as regards his non-employment before the conciliation officer by his petition dated 27-8-2003. The removal of the Petitioner from service had become final and conclusive even on 5-9-98 itself. Therefore, this dispute is hopelessly barred by delay and laches. Even though the Petitioner alleged that he has made representation to the Respondent/Management and though he has produced several representations alleged to have been sent to Respondent/Management, no documentary proof was filed to prove the same, which clearly establish that the Petitioner in order to maintain this dispute has cooked up these documents only for the purpose of the case. Though the Petitioner alleged that enquiry was not conducted in a fair and proper manner, it is established that charges levelled against the Petitioner had been proved in the domestic enquiry which was conducted in accordance with the rules and regulations applicable and after following the principles of natural justice. The enquiry was conducted in a fair and proper manner and it is only the Petitioner who did not avail the opportunity extended to him to defend himself in the enquiry and therefore, there was no mala fide exercise of power by any authority of the Respondent/Management in the matter of non-employment of the Petitioner. Thus, the punishment awarded to the Petitioner is supported by materials on record and commensurate with misconduct he was charged. It is further contended on behalf of the Respondent that the Petitioner remained unauthorisedly absent from duty without submission of leave application and without due sanction of leave. Further Ex.M2, M3 and M5 clearly establish that he was previously issued with warning memos for such absence vide memo dated 26-9-97, 5-12-97, 16-12-97

and 22-01-98. Thus, the Petitioner was in the habit of remaining absent frequently and he was not at all interested in employment. Even prior to the issue of charge memo dated 19-3-98, the Petitioner was issued with three memos namely under Ex. M6 to M8 and he was asked to report for duty and the unauthorised absence from duty for long time will be deemed as voluntarily resigned from service under the standing orders. Though the Petitioner alleged that he sent leave applications with medical certificates, the applications were not in the prescribed form and he was also not sanctioned with any leave and only because of that memos were issued under Ex.M7 and M8 to his residential address at Neyveli. By these memos he was cautioned that if he did not report for duty on or before 15-2-98, his name would be removed from the rolls of II Party/Management without any notice under the provisions of certified standing orders. Similarly by a memo dated 17-2-98 he was informed that if he did not join duty as advised before 15-2-98 and he had unauthorisedly absented from duty for more than ten days without leave letter and prior permission, he was advised to report to Chief General Manager (P & A) immediately. It was sent to the Petitioner's address by registered post, which was returned by postal authorities with an endorsement 'always door locked'. Thus, the Petitioner sent a communication requesting leave upto 21-2-98 and subsequently upto 15-3-98 citing illness as the reason, the said communications were received by the Respondent on 19-2-98 and 5-3-98 respectively. However, the said leave applications were not in the prescribed form and no medical certificate in support of his alleged illness nor it contained the leave address of the Petitioner. It is evident that the Petitioner was not residing at that point of time in the accommodation at Neyveli allotted by the Respondent Corporation. Since he did not submit the proper leave applications along with medical certificates as contemplated under standing orders and also when he had gone out of Neyveli, his whereabouts was not intimated to the Respondent/Management the leave was not sanctioned and then only charge memo was issued on 19-3-98 under Ex.M9. Though he alleged that he has applied for leave with medical certificates, no evidence in support thereof was produced by the Petitioner before this Tribunal. Then again, the Petitioner sent three communications seeking leave upto 25-3-98 and then upto 15-4-98 and then seeking leave upto 5-5-98, but these leave applications were not in the prescribed form along with medical certificates in support of the alleged illness. The Petitioner has also not mentioned the nature of the illness in all these communications. Above all, these communications did not contain the then address of the Petitioner and the envelop also did not contain the address from where the communication was sent. Thus, the Ex.M7, M8, M10, M11, M12, M13, M20 & M22 clearly expose that the origin of these letters were not mentioned and they are not in Order. Even by this time, the charge memo dated 19-3-98 has been issued and therefore, the question of

sanction will not arise at all. Only with his undated communication in which he sought leave upto 30-6-98 which was received by the Respondent on 12-5-98, the Petitioner sent two medical certificates purportedly issued by one Dr. S. Loganathan, Assistant Surgeon, Govt. Royapettah Hospital, Chennai in support of his leave from 17.2.98 to 30.4.98 and from 1.5.98 to 30.6.98 for a total period of 144 days. Though the Petitioner has sent leave letter, this communication did not contain the nature of illness of the Petitioner nor the address of the Petitioner where he was residing at that time. Both these medical certificates did not contain the date of issue and also did not contain critical details/conditions of Petitioner and investigation done by the issuing Doctor. Some short illegible word has been scribbled against the column 'clinical condition' in the medical certificate. On a bare looking of these certificates, it is clear that the certificates are created for the purpose and it cannot be relied upon. In any event, the departmental disciplinary action proceedings has already been set in motion against the Petitioner by that time by issue of charge memo, hence, there was no question of sanction of leave to the Petitioner at that point of time. Furthermore, the Respondent/Management has got fully equipped 350 bed hospital with specialized doctors on its rolls where the treatment is extended at free of cost to the employees and their dependents/family members and they are also referring patients to referral hospitals such as Apollo, Sri Ramachandra and MIOT hospitals at Chennai at the cost of the Respondent/Management. If really, the Petitioner was affected with serious illness alleged to have been suffered, he would have taken the treatment in the hospital of the Respondent/Management. Thus, the action of the Petitioner goes to show that the illness shown as the reason for his unauthorised absence was only an after thought with a view to cover his unauthorised absence from work and he has created all the documents for the purpose of this case. Though the Petitioner alleged so many things with regard to rejection of Enquiry Officer for the request made by his representative, it is not correct to say that the Petitioner's representative in the enquiry sitting has requested for adjournment till 4.00 pm on the same day, though he examined one of the witnesses, he has not substantiated the same with any satisfactory evidence. On the contrary, the Petitioner has sent a communication dated 26.6.98 addressed to Chief Engineer, MRT /Testing Zone, seeking adjournment of enquiry scheduled on 24.06.98 and this communication was received by the Respondent on 30.06.98. It clearly exhibits the falsity of the Petitioner that he was not given an opportunity to defend himself in the departmental enquiry. It is also false to allege that there was representation on behalf of the Petitioner in the enquiry held on 24.6.98. It is further contended on behalf of the Respondent that there were no malafide on the part of the Respondent/Management in the departmental disciplinary action taken against the Petitioner which culminated in his removal from service. The Petitioner was extended with

all reasonable opportunity to put forth his defence in the departmental enquiry and the action taken by the Respondent/Management is fully justified and a reasoned one. This Respondent has followed the procedure laid down by the standing orders of the Respondent/Management and there is no infirmity in the removal of Petitioner from service. It is also contended on behalf of the Respondent that the Executive Engineer (Elect)/MRT/TS-II is the competent disciplinary authority in so far as the Petitioner is concerned as he having been delegated the powers. Likewise, the Deputy Chief Engineer, Electrical is the Appellate Authority having power to consider the appeal of the Petitioner and therefore, the contention of the Petitioner in this regard is without any merit and baseless. Hence, for all these reasons, the Respondent prays that the claim of the Petitioner may be dismissed with costs.

10. Both sides have relied on the rulings of High Courts and Supreme Court in their favour. The first thing to be decided in this case is 'whether this dispute is hopelessly barred by delay and laches on the part of the Petitioner.'

11. Learned counsel for the Petitioner has relied on the rulings reported in 1974 3 SCC 91 Haryana State Electricity Board Vs. State of Punjab and others wherein while considering the question 'whether the petition can be thrown out on the ground of laches, when the Petitioner made representations to appropriate authorities at all stages', it held that "*when the Petitioner was making representations and moving the appropriate authorities at all stages, then the writ Petition cannot be thrown out on the ground of laches.*" He also relied on the rulings reported in 2002 11 E.J. 204 wherein, when the management contended that the request by the employee for reinstatement is to be rejected on the ground of laches, the High Court of Madras has held that "*Article 137 of Limitation Act is not applicable to proceedings under Industrial Disputes Act and relief to workman could not be denied merely on the ground of delay, though the Labour Court had to exercise its discretion for grant of appropriate relief, which it was held to have exercised properly in this case by not granting back wages.*"

12. But, the learned counsel for the Respondent contended that in this case, though the Petitioner contended that after passing of the order by Disciplinary Authority and Appellate Authority he has applied for reinstatement with the appropriate authorities, he has not established this fact with any satisfactory evidence and he has not produced any proof that the alleged authorities can reinstate him in service and he has also not established the fact that he has made these representations as per the standing orders of the Respondent/Management. Therefore, he cannot take advantage of the alleged representation before the authorities and it cannot be said that there is no laches on the part of the Petitioner. All these five years, he has not taken any steps to raise industrial dispute before the appropriate authorities. Under such

circumstances, this dispute cannot be entertained and the Petitioner's request has to be rejected on the ground of laches and delay on the part of the Petitioner.

13. I find much force in the contention of the learned counsel for the Respondent because in this case, though the Petitioner alleged that for all the five years, he has made representation to the authorities. I think, it is not proper on his part to wait for all the five years that he will be reinstated in service. Therefore, the explanation given by the Petitioner is not satisfactory and I am not accepting the contention that there is no laches on his part. Any how, we will consider the other allegations made by the Petitioner with regard to his request for reinstatement.

14. In this case, though the Petitioner alleged that he was affected by jaundice, diabetes, peptic ulcer with low back pain warranting intensive treatment at Royapettah Govt. Hospital, Chennai, he has not established this fact with any satisfactory evidence that he has been admitted in the hospital at Chennai and he has also not given any satisfactory explanation for not getting the treatment from the hospital run by Respondent/Management. He has also not established before this Tribunal that his alleged illness is so serious and therefore, he could not move out from Chennai. Further, though he alleged that he applied for leave on medical grounds on various spells submitted with medical certificates, in his evidence, he has clearly admitted that except the last communication, he has not sent any medical certificate along with his leave letters and he further alleged that the Doctor has not given medical certificate at that time and only because of that he has not sent the medical certificates along with the leave applications. This explanation also cannot be accepted for the reason that no doctor will refuse to give medical certificate with regard to illness of the patient. Above all, in all these alleged leave applications, he has not given his leave address or from which place he has sent leave the leave letters to the Respondent/Management. Though he has given an explanation that he has given letters to his friend to post the same to the Respondent/Management and his friend did not understand the importance of leave address, he has not mentioned or not furnished the leave address and this was not deliberately done by him. But, his explanation is not satisfactory that he was badly sick and could not move out from his bed and hence he has given the said application to his friend. When the Petitioner alleged that he sent his representative to the Respondent/Management, I think, nothing prevented the Petitioner to send the leave letters with leave address. Further, as argued by the learned counsel for the Respondent that even in the last communication sent by the Petitioner, he has not mentioned about the nature of illness and also not contained the details of clinical conditions of Petitioner and investigation done by the issuing Doctor. Even the Petitioner cannot able to say what the Doctor has mentioned in the column clinical conditions of the Petitioner. Therefore, I am inclined

to accept the contention of the Respondent in this regard that these medical certificates are created for the purpose of this case. Therefore, I am not inclined to accept the contention of the Petitioner that he was so sick and hence he could not move out from his bed during all these days.

15. Though the learned counsel for the Petitioner contended that this Tribunal has got power under Section 11A of the I.D. Act and enquiry was not conducted in a fair and proper manner and was conducted contrary to the principles of natural justice and relied on the rulings reported in 2002 (3) LLN 120 Swadesi Cotton Mills Ltd. Vs. Labour Court, U.P. Kanpur & Ors. 2001, (3) LLN 1059 Karsanbhai L. Jarjan Vs. Western Railway, 2002 (3) LLN 135 K. Balanagai Reddy Vs. Andhra Pradesh State Road Transport Corporation, Hyderabad, 2004 (2) LLN 290 Rajkot Municipal Corporation Vs. Punjabhai Ratubhai Waghele, I find since the Petitioner has not established that he was suffered with serious illness and he was not able to attend the enquiry as alleged by him, I find these decisions are not applicable to the facts of this case.

16. Though the Petitioner alleged that Disciplinary Authority has no power to dismiss him and only the Chief Engineer has got power, it is argued on behalf of the Respondent that Disciplinary Authority and Appellate Authority have been delegated with powers, under such circumstances, I find there is no substance in the contention of the learned counsel for the Petitioner in this regard.

17. Learned counsel for the Respondent also relied on the rulings reported in AIR 2000 SC 2198 Syndicate Bank Vs. Syndicate Bank Staff Association and Another wherein the bank has sent notice to the delinquent, which was received back with postal endorsement "refused". A clear presumption arose in favour of the bank and against the delinquent, in which the Supreme Court has held that "the delinquent has voluntarily retired from the service of the bank." It also held that "the Tribunal has exercised undue reliance on the principles of natural justice which led to miscarriage of justice as far as the bank is concerned." Learned counsel for the Respondent further relied on the rulings reported in 2002 III LLJ 1016 Hanumantha Rao V. Vs. Punjab National Bank and Another wherein the High Court of Andhra Pradesh has observed that "the conduct of the Petitioner revealed that he was not duty conscious. It was not the fault of the bank that communications sent by it had not been received by the Petitioner, rather it was due to the fault of the Petitioner. Hence, the allegation of victimisation made by the Petitioner could not be believed in the circumstances of the case." The next case relied on by the counsel for the Respondent is reported in 2004 II LLJ 603 A.K. AGGARWAL Vs. DELHIVIDYUT BOARD wherein the Delhi High Court has held that "the Petitioner remained absent without leave and his services were terminated after following procedure laid down by regulations and no infirmity was shown therein and hence,

the dismissal could not be challenged." The learned counsel for Respondent also relied on the rulings reported in 2004 BILAJI 543 DELHI TRANSPORT CORPORATION V. SARDAR SINGH where in the Supreme Court has held that "absence from leave without sanction for long period prima facie showed lack of employee's interest in work. Unauthorised absence could be treated as misconduct and the Corporation treated such unauthorised absence as leave without pay did not justify the inference made by the Tribunal that leave was sanctioned."

18. Relying on all these decisions learned counsel for the Respondent contended that in this case the Petitioner has not established the fact that he was suffered with serious illness and that he could not move out from that place, where he stayed. Further, he has not sent proper leave applications as per the standing orders of Respondent with medical certificates. Though it is alleged that rejection of leave should be communicated to the Petitioner, the Petitioner never sent his leave address for communication. On the other hand, the Respondent/Management has sent all communications to the local address of the Petitioner as well as his native village address and he has received all these communications. Under such circumstances, it cannot be said that the Respondent/Management has not conducted the enquiry properly and the enquiry was conducted against the principles of natural justice. Therefore, the Petitioner is not entitled to any relief as claimed by him.

19. I find much force in the contention of the learned counsel for the Respondent. As I have already pointed out that the Petitioner's explanation for approaching the labour authorities after a long lapse of time has not been explained with satisfactory evidence and further his allegation that he has sent leave applications with medical certificates is also not a bonafide one. Under such circumstances, I find this point against the Petitioner.

Point No. 2:—

The next point to be decided in this case is to what relief the Petitioner is entitled?

20. In view of my aforesaid findings that the action of the Respondent/Management in removing the Petitioner from service is legal and justified, I find the Petitioner is not entitled to any relief. No Costs.

21. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th June, 2007).

K. JAYARAMAN, Presiding Officer

Witnesses Examined:—

For the I Party/Petitioner : WW1 Sri K. Raman
: WW2 Sri Viswanathadas
For the II Party/Management : MW1 Sri Josey Thomas

Documents Marked:

Ex No.	Date	Description
W1	21-09-96	Xerox copy of the appointment order issued to Petitioner
W2	series 11-05-98	Xerox copy of the leave letter submitted by Petitioner
W3	13-05-98	Xerox copy of the enquiry notice issued to Petitioner
W4	08-06-98	Xerox copy of the enquiry notice sent to Petitioner
W5	23-06-98	Xerox copy of the letter from Petitioner to Disciplinary Authority
W6	26-06-98	Xerox copy of the letter from Petitioner to Chief Engineer
W7	30-06-98	Xerox copy of the letter from Petitioner to Chief Engineer
W8	30-06-98	Xerox copy of the show cause notice issued to Petitioner
W9	15-07-98	Xerox copy of the reply submitted by Petitioner
W10	21-07-98	Xerox copy of the letter from Petitioner to Chief Engineer
W11	25-07-98	Xerox copy of the order proposing punishment issued by Respondent
W12	30-07-98	Xerox copy of the letter from Respondent to Petitioner
W13	19-08-98	Xerox copy of the appeal preferred by Petitioner
W14	05-09-98	Xerox copy of the order of Appellate Authority
W15	16-11-98	Xerox copy of the mercy petition submitted by Petitioner
W16	07-08-99	Xerox copy of the letter from General Manager to Director (Per) of Respondent/Management
W17	27-08-03	Xerox copy of the 2A petition filed by Petitioner
W18	17-10-03	Xerox copy of the letter from Petitioner to Assistant Labour Commissioner (Central)
W19	19-11-03	Xerox copy of the minutes of conciliation proceedings
W20	27-11-03	Xerox copy of the letter from Assistant Labour Commissioner to Director (Per) of Respondent
W21	13-07-04	Xerox copy of the notice sent by Assistant Labour Commissioner (Central) to Respondent

W22	20-07-04	Xerox copy of the letter from Petitioner to Assistant Labour Commissioner (Central)	W39	01-10-03	Xerox copy of the representation given by Petitioner To CMD & all other Board of Directors of Respondent
W23	20-07-04	Xerox copy of the representation given by Petitioner to Respondent authorities.	W40	02-12-03	Xerox copy of the letter from Petitioner to Respondent seeking reinstatement
W24	09-11-98	Xerox copy of the letter from Petitioner to Director (Per) Seeking reinstatement in service.	W41	19-12-03	Xerox copy of the letter from Respondent to Director (Per) of Respondent/Management for Reinstatement in service
W25	24-04-99	Xerox copy of the letter from Petitioner to Respondent	W42	18-08-04	Xerox copy of the representation of Petitioner to Respondent requesting for reinstatement in service
W26	15-02-00	Xerox copy of the letter from Petitioner to Respondent	W43	03-04-04	Xerox copy of the representation of Petitioner to Director (Per) of Respondent requesting for reinstatement in service
W27	21-07-98	Xerox copy of the letter from Petitioner to Chairman & Managing Director of Respondent/Management.	W44	08-04-04	Xerox copy of the representation of Petitioner to Director (Per) & CGM (P & A) of Respondent requesting for reinstatement in service
W28	25-08-01	Xerox copy of the letter from Petitioner to Director (Per) of Respondent/Management for reinstatement in service	W45	28-04-04	Xerox copy of the mercy petition submitted by Petitioner
W29	25-08-01	Xerox copy of the letter from Petitioner to Chairman & Managing Director of Respondent/Management.	W46	21-05-04	Xerox copy of the letter from Petitioner to Assistant Labour Commissioner (Central)
W30	03-11-01	Xerox copy of the representation given by Petitioner to Chairman & Managing Director of Respondent	W47	22-06-04	Xerox copy of the representation of Petitioner to Director (Per) & CGM (P & A) of Respondent requesting for Reinstatement in service
W31	11-02-02	Xerox copy of the representation given by Petitioner to Chairman & Managing Director of Respondent	W48	28-06-04	Xerox copy of the representation of Petitioner to CGM (P & A) of Respondent requesting for Reinstatement in service
W32	15-04-02	Xerox copy of the representation given by Petitioner to Chairman & Managing Director of Respondent	W49	02-07-04	Xerox copy of the representation of Petitioner to Director (Per) & CGM (P & A) of Respondent requesting for Reinstatement in service
W33	18-06-02	Xerox copy of the representation given by Petitioner To Chairman & Managing Director of Respondent	W50	12-07-04	Xerox copy of the mercy petition submitted by Petitioner
W34	20-08-02	Xerox copy of the representation given by Petitioner to Chairman & Managing Director of Respondent	W51	17-07-04	Xerox copy of the representation of Petitioner to Director (Per) & CGM (P & A) of Respondent requesting for Reinstatement in service
W35	10-10-02	Xerox copy of the representation given by Petitioner To Chairman & Managing Director of Respondent	W52	28-07-04	Xerox copy of the representation of Petitioner to Director (Per) & CGM (P & A) of Respondent requesting for Reinstatement in service
W36	27-12-02	Xerox copy of the representation given by Petitioner To Chairman & Managing Director of Respondent	W53	02-07-98	Xerox copy of the letter from Petitioner to postpone the enquiry
W37	16-08-03	Xerox copy of the mercy petition submitted by Petitioner			
W38	11-09-03	Xerox copy of the representation given by Petitioner To CMD & Respondent authorities			

Sl. No.	Date	Description	M20	30-06-98	Xerox copy of the letter from Petitioner to Respondent
W54	21-07-98	Xerox copy of the letter from Petitioner to Respondent Seeking permission to join duty	M21	30-06-98	Xerox copy of the 2nd show cause notice
W55	22-07-98	Xerox copy of the letter from Petitioner to Director (Per) of Respondent	M22	30-06-98	Xerox copy of the letter from Petitioner to Respondent Enclosing medical certificates
W56	19-1-03	Xerox copy of the Counter Statement filed by Respondent Before Assistant Labour Commissioner (Central)	M23	04-07-98	Xerox copy of the letter from Respondent to Petitioner
W57	Nil	Standing Orders of Respondent/ Management	M24	15-07-98	Xerox copy of the reply of Petitioner to 2nd show cause Notice
For the II Party/Management:—			M25	25-07-98	Xerox copy of the final order
M1	19-02-98	Xerox copy of the letter from Petitioner to Respondent	M26	30-07-98	Xerox copy of the order of correction to final order
M2	23-02-98	Xerox copy of the letter from Petitioner to Respondent	M27	19-08-98	Xerox copy of the appeal preferred by Petitioner
M3	26-09-97	Xerox copy of the memo issued to Petitioner	M28	05-09-98	Xerox copy of the order in appeal
M4	05-12-97	Xerox copy of the memo issued to Petitioner	M29	26-10-98	Xerox copy of the order of removal passed by Respondent
M5	16-12-97	Xerox copy of the memo issued to Petitioner	नई दिल्ली, 27 जून, 2007		
M6	22-01-98	Xerox copy of the memo issued to Petitioner	का.आ. 2021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सुगरकैन ब्रीडिंग इन्स्टीट्यूट के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 125/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।		
M7	11-02-98	Xerox copy of the memo issued to Petitioner	[सं. एल-42012/66/2003-आई आर (सीएम-II)]		
M8	17-02-98	Xerox copy of the memo issued to Petitioner	अजय कुमार गौड़, डेस्क अधिकारी		
M9	19-03-98	Xerox copy of the memo issued to Petitioner	New Delhi, the 27th June, 2007		
M10	Nil	Xerox copy of the letter from Petitioner to Respondent	S.O. 2021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 125/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute and their workman which was received by the Central Government on 27-06-2007.		
M11	03-04-98	Xerox copy of the letter from Petitioner to Respondent	[No. L-42012/66/2003-IR (CM-II)]		
M12	27-04-98	Xerox copy of the letter from Petitioner to Respondent	AJAY KUMAR GAUR, Desk Officer		
M13	12-05-98	Xerox copy of the letter from Petitioner to Respondent Enclosing two medical certificates	ANNEXURE		
M14	13-05-98	Xerox copy of the notice sent to Petitioner for enquiry	BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1 CHANDIGARH		
M15	Nil	Xerox copy of the returned cover	Case No. ID 125/2004		
M16	25-05-98	Xerox copy of the notice of enquiry.			
M17	08-06-98	Xerox copy of the notice of enquiry.			
M18	Nil	Xerox copy of the minutes of proceedings of Enquiry Officer			
M19	29-06-98	Xerox copy of the enquiry report			

Sh. Tirath Singh, S/o Sh. Redu Ram,
Village-Dahar Ki Kalam,
PO-Kunjipura, Distt. Karnal

....Applicant

Versus

(a) The Head, Sugarcane Breeding
Institute, Regional Centre,
Agarsain Marg, Karnal-132001.

....Respondent

APPEARANCE

For the workman : Shri Tirath workman in
person with A/R.

For the management : Shri Amit Sharma.

AWARD

Passed on 30-5-2007

Central Govt. vide notification No. L-42012/66/2003/
IR(C.M.II) dated 4-3-2004 has referred the following dispute
to this Tribunal for adjudication :

"Whether action of the management of Sugarcane
Breeding Institute in not granting temporary status
and also non-regularisation of services of Sh. Tirath
S/o Sh. Redu Ram, w.e.f. 1997 is legal and justified? If
not, to what relief the workman is entitled?"

2. Workman appeared in person and has made a
statement that at present he do not want to pursue with the
present reference and the same may be returned to the
Central Govt. as withdrawn with a right to file fresh if need
arise. In view of the statement of the workman recorded
separately on 30-4-07 the present reference is returned as
withdrawn in Lok Adalat in the above terms. Central Govt.
be informed. File be consigned to record.

Chandigarh : RAJESH KUMAR, Presiding Officer
30-5-2007

नई दिल्ली, 27 जून, 2007

क्र.अ. 2022.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, शुगरकैन
ब्रीडिंग इन्स्टीट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों
के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार,
औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या
141/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को
27-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/52/2003-आई.आर.(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2022.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the Award (Ref. No. 141/
2004) of the Central Government Industrial Tribunal-
cum-Labour Court, No. 1 Chandigarh as shown in the
Annexure in the Industrial Dispute between the

management of Sugarcane Breeding Institute and their
workman which was received by the Central Government
on 27-06-2007.

[No. L-42012/52/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH

Case No. ID 141/2004

Sh. Sumer Chand, S/o Sh. Munshi Ram,
Village-Singhara,

PO-Singhara, Distt. Karnal

....Applicant

Versus

(a) The Head, Sugarcane Breeding
Institute, Regional Centre,
Agarsain Marg, Karnal-132001.

....Respondent

APPEARANCE

For the workman : Shri Ram Prakash

For the management : Shri Amit Sharma

AWARD

Passed on 30-5-2007

Central Govt. vide notification No. L-42012/52/2003/
IR(CM II) dated 4-3-2004 has referred the following dispute
to this Tribunal for adjudication :

"Whether action of the management of Sugarcane
Breeding Institute in not granting temporary status
and also non-regularisation of services of Sh. Sumer
Chand, S/o Sh. Munshi Ram, w.e.f. 1990 is legal and
justified? If not, to what relief the workman is
entitled?"

2. Authorised representative of the workman has
made a statement that at present he do not want to pursue
with the present reference and the same may be returned to
the Central Govt. as withdrawn with a right to file fresh if
need arise. In view of the statement of the workman
recorded separately on 30-4-07 the present reference is
returned as withdrawn in Lok Adalat in the above terms.
Central Govt. be informed. File be consigned to record.

Chandigarh : RAJESH KUMAR, Presiding Officer
30-5-2007

नई दिल्ली, 27 जून, 2007

क्र.अ. 2023.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, शुगरकैन ब्रीडिंग
इन्स्टीट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के
बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक
अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 139/2004)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/50/2003-आई.आर.(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 139/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute, and their workmen, received by the Central Government on 27-06-2007.

[No. L-42012/50/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1 (CHANDIGARH)

Case No. ID 139/2004

Sh. Ramesh Kumar, S/o Sh. Krishan Lal,
Village-Dabar Ki kalan,
PO-Kunjipura, Distt. Karnal.

....Applicant

Versus

(a) The Head, Sugarcane Breeding Institute, Regional Centre,
Agarsain Marg, Karnal-132001.

....Respondent

APPEARANCES

For the workman : Shri Ram Prakash
For the management : Shri Amit Sharma.

AWARD

Passed on 30-5-07

Central Govt. vide notification No. L-42012/50/2003/IR (CM II) dated 4-3-2004 has referred the following dispute to this Tribunal for adjudication :

"Whether action of the management of Sugarcane Breeding Institute in not granting temporary status and also non-regularisation of services of Sh. Ramesh Kumar S/o Sh. Krishan Lal, w.e.f. 1983 is legal and justified? If not, to what relief the workman is entitled?"

2. Authorised representative of the workman has made a statement that at present the workman does not want to pursue with the present reference and the same may be returned to the Central Govt. as withdrawn with a right to file fresh if need arise. In view of the statement of the AIR of the workman recorded separately on 30-4-07

the present reference is returned as withdrawn in Lok Adalat in the above terms. Central Govt. be informed. File be consigned to record.

Chandigarh: RAJESH KUMAR, Presiding Officer
30-5-07

नई दिल्ली 27 जून, 2007

का.आ. 2024.—प्रेसिडिंग ऑफिसर अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शुगरकैन ब्रीडिंग इंस्टीट्यूट के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण में। पंडोन्टु के पंचाट (संदर्भ संख्या 133/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/44/2003-आई.आर.(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 133/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute and their workmen which was received by the Central Government on 27-06-2007.

[No. L-42012/44/2003 IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1 (CHANDIGARH)

Case No. ID 133/2004

Sh. Ram Prakash, S/o Sh. Ram Krishan,
Village-Nali Kalan,
PO-Kunjipura, Distt. Karnal.

....Applicant

Versus

(a) The Head, Sugarcane Breeding Institute, Regional Centre,
Agarsain Marg, Karnal-132001.

....Respondent

APPEARANCES

For the workman : Shri Ram Prakash workman
in person with A/R.
For the management : Shri Amit Sharma.

AWARD

Passed on 30-5-07

Central Govt. vide notification No. L-42012/44/2003 IR (CM II) dated 4-3-2004 has referred the following dispute

to this Tribunal for adjudication :

Versus

"Whether action of the management of Sugarcane Breeding Institute in not granting temporary status and also non-regularisation of services of Sh. Ram Prakash S/o Sh. Ram Kishan w.e.f. 1997 is legal and justified? If not, to what relief the workman is entitled?"

(a) The Head, Sugarcane Breeding Institute, Regional Centre, Agarsain Marg, Karnal-132001.

...Respondent

APPEARANCES

For the workman : Shri Ram Prakash

For the management : Shri Amit Sharma.

AWARD

Passed on 30-5-2007

Central Government vide notification No. L-42012/48/2003-IR(CM II) dated 4-3-2004 has referred the following dispute to this Tribunal for adjudication :

"Whether action of the management of Sugarcane Breeding Institute in not granting temporary status and also non-regularisation of services of Sh. Sunder Lal S/o Sh. Chandu Ram w.e.f. 1983 is legal and justified? If not, to what relief the workman is entitled?"

2. Authorised representative of the workman has made a statement that at present the workman does not want to pursue with the present reference and the same may be returned to the Central Government as withdrawn with a right to file fresh if need arise. In view of the statement of the A/R of the workman recorded separately on 30-4-07, the present reference is returned as withdrawn in Lok Adalat in the above terms. Central Government be informed. File be consigned to record.

Chandigarh : RAJESH KUMAR, Presiding Officer
30-5-07

नई दिल्ली, 27 जून, 2007

क्र.आ. 2025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुगरकैन ब्रीडिंग इन्स्टीट्यूट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 137/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/48/2003-आई.आर.(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 137/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute and their workmen which was received by the Central Government on 27-06-2007.

[No.L-42012/48/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH

Case No. ID 137/2004

Sh. Sunder Lal, S/o Sh. Chandu Ram,
Village-Samora,
PO-Kheri Man Singh, Distt. Karnal.

...Applicant

नई दिल्ली, 27 जून, 2007

क्र.आ. 2026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुगरकैन ब्रीडिंग इन्स्टीट्यूट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 131/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/72/2003-आई.आर.(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 131/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute and their

workmen, received by the Central Government on 27-06-2007.

[No. L-42012/72/2003-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer
ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case No. ID 131/2004

Sh. Satish Kumar, S/o Sh. Vasanda Ram,
Village-Dabul Ki Kalan.

P.O.-Kunjpura, Distt. Karnal.

....Applicant

Versus

(a) The Head, Sugarcane Breeding
Institute, Regional Centre,
Agarsain Marg, Karnal-132001.

....Respondent

APPEARANCES

For the workman : Shri Satish Kumar workman
in person with A/R.

For the management : Shri Amit Sharma.

AWARD

Passed on 30-5-2007

Central Government vide Notification No. L-42012/72/2003-IR (CM-II) dated 4-3-2004 has referred the following dispute to this Tribunal for adjudication :

"Whether action of the management of Sugarcane Breeding Institute in not granting temporary status and also non-regularisation of services of Sh. Satish Kumar S/o Sh. Vasanda Ram w.e.f. 1997 is legal and justified? If not, to what relief the workman is entitled?"

2. Workman appeared in person and has made a statement that at present he do not want to pursue with the present reference and the same may be returned to the Central Government as withdrawn with a right to file fresh if need arise. In view of the statement of the workman recorded separately on 30-4-2007 the present reference is returned as withdrawn in Lok Adalat in the above terms. Central Govt. be informed. File be consigned to record.

Chandigarh :

30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली. 27 जून, 2007

क.अ. 2027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार मैं, केन्द्रीय सरकार की. प्र. एन. बी. के प्रबंधन के संघट्ट नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण में, चंडीगढ़ के पंचाट (संदर्भ संख्या 57/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-23012/54/1998-आई.आर.(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employee in relation to the management of BBMB and their workman, which was received by the Central Government on 27-06-2007.

[No. L-23012/54/1998 IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case No. I.D. 57/1999

Sh. Karnal Singh, C/o Sh. R. K. Singh Parmar, Secretary,
Pb. (INTUC) Qtr. No. 35-G, Nangal Township,
Distt. Rohtak.

....Applicant

Versus

The Chief Engineer (Generation),
BBMB Nangal Township
Distt. Rohtak (Pb.)

....Respondent

APPEARANCES

For the workman : Shri R. K. Singh

For the management : Shri Rajinder Singh

AWARD

Passed on 30-5-2007

Central Government vide Notification No. L-23012/54/98/IR (CM-II) dated 17-2-1999 has referred the following dispute to this Tribunal for adjudication :

"Whether action of the management of BBMB rep. by Chief Engineer (Generation) in terminating the services of Sh. Karnal Singh S/o Sh. Sanjit Singh casual Labour w.e.f. 18-12-97 without following the provisions of Section 25 F of the I.D. Act, 1947 is justified? If not, to what relief is the workman entitled?"

2. The case is taken up in Lok Adalat at the request of the parties. The authorised representative of the workman Shri Ram Kishor Singh withdraw the present reference vide his statement recorded on 29-5-2007. In view of the same, the present reference is returned as withdrawn

in Lok Adalat, Central Government be informed. File be consigned to record.

Chandigarh: RAJESH KUMAR, Presiding Officer
30-5-2007

नई दिल्ली, 27 जून, 2007

क्र.आ. 2028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधन के संघट्ट निबोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 67/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-23012/30/1998-आई.आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 67/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman which was received by the Central Government on 27-06-2007.

[No. L-23012/30/1998-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH

Case No. I.D. 67/1999

General Secretary, BSL, Project Mazdoor Ekta Union,
Sundernagar, Distt. Mandi (H.P.)
Sundernagar

....Applicant

Versus

(a) The Resident Engineer,
Dehar Power House Division,
BBMB (PW), Salupper,
Distt. Mandi (H.P.)

(b) The Chief Engineer,
Operation System, BBMB,
Sector-19-B, Marhaya Marg,
Chandigarh

....Respondent

APPEARANCES

For the workman : Shri R. K. Singh

For the management : Shri Sukhwinder Singh

AWARD

Passed on 30-5-2007

Central Government vide Notification No. L-23012/30/98/IR (CM-II) dated 22-2-1999 has referred the following dispute to this Tribunal for adjudication :

"Whether action of the management of Chief Engineer (Operation System), Bhakra Beas Management Board Chandigarh and Resident Engineer, Dehar Power House Division, Bhakra Beas Management Board (Power Wing), Salupper Distt. Mandi (HP) in terminating the services of Sh. Balak Ram/S/o Sh. Paquirin w.e.f. 31-7-1993 is just and legal? If not, to what relief is the workman entitled?"

2. The case is taken up in Lok Adalat at the request of the parties. The authorised representative of the workman Shri Ram Kishan Singh withdraw the present reference vide his statement recorded on 29-5-2007 that at present the workman does not want to pursue with the present reference and withdraw the same with a right to raise fresh if needed. The AR of the management Sukhwinder Singh has no objection in withdrawing the case by the workman as submitted by him. In view of the same, the present reference is returned as withdrawn in Lok Adalat, Central Government be informed. File be consigned to record is entitled?"

Chandigarh: RAJESH KUMAR, Presiding Officer
30-5-2007

नई दिल्ली, 27 जून, 2007

क्र.आ. 2029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधन के संघट्ट निबोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 123/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-22012/294/1994-आई.आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/1994) of the Central Government Industrial Tribunal-cum-Labour Court, No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workmen, which was received by the Central Government on 27-06-2007.

[No. L-22012/294/1994-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I. D. 123/1994

General Secretary, BSL Project Mazdoor Ekta Union, House
No. S-2/773, Sander Nagar (HP)

... Applicant

Versus

Executive Engineer, B.B.M.B. Division, B.B.M.B (Irrigation)
Slapper, Distt. Mandi (HP).

... Respondent

APPEARANCES

For the workman : Sh. R. K. Singh
For the management : Sh. D. L. Sharma

AWARD

Passed on 30-5-2007

Central Government vide notification No. L-22012/
294/1994-IR (C II) dated 21-9-1994 has referred the following
dispute to this Tribunal for adjudication:

"Whether action of Executive Engineer, Slapper
Division, BBMB (Irrigation Wing) Slapper HP in not
mentioning the date of appointment in the seniority
list prepared under rule 77 of Industrial Dispute
(Central) Rules 1957 in respect of 36 workers (list
enclosed) retrenched w.e.f. 21.4.93 is legally correct,
justified and valid. If not, to what relief are the
workmen entitled to?"

2. The case is taken up in Lok Adalat at the request
of the parties. The authorized representative of the workman
Shri Ram Kishan Singh withdraw the present reference vide
his statement recorded on 18.5.2007 that on instructions
and efforts made for settlement of the issue and discussions
made between the BSL Project Management and BBMB
Irrigation Slapper, seniority list issued by the management
of the petitioner workmen of the Union needs to be
challenged and thereafter any claim made out of that is to
be contested by the workmen and workmen individually
are willing to do so. Present petitioners, Union may be
allowed to withdraw the case with the permission to raise
fresh dispute if any permissible under the law in the interest
of individual petitioner workman. The statement of AR of
the management Shri D.L.Sharma recorded in which he
stated that he has heard the above statement and have no
objection. In view of the same, the present reference is
returned as withdrawn in Lok Adalat with the permission
to raise fresh if permissible under the law in the interest of
individual petitioner workman. Central Govt. be informed.
File be consigned to record is entitled?"

Chandigarh.

30-5-07

RAJESH KUMAR, Presiding Officer

नई दिल्ली 27 जून, 2007

क्र.आ. 2030.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शुगरकेन
ब्रीडिंग इन्स्टीट्यूट के प्रबंधन के संबद्ध निरीक्षकों और उनके कर्मचारों
के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार
औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या
129/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को
27-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/70/2003- आई आर (सीएम II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2030.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 129/
2004) of the Central Government Industrial Tribunal-cum-
Labour Court, No. 1, Chandigarh as shown in the Annexure
in the Industrial Dispute between the management of
Sugarcane Breeding Institute, and their workmen, received
by the Central Government on 27-06-2007.

[No. L 42012/70/2003 IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 129/2004

Sh. Shamsheer Singh S/o Sh. Arjun, Village-Dabar Ki Kalan,
PO-Kunjipura, Distt. Karnal.

... Applicant

Versus

(a) The Head, Sugarcane Breeding Institute, Regional
Centre, Agarsain Marg, Karnal-132001.

... Respondent

APPEARANCES

For the workman : Shri Shamsheer Singh
workman in person with
A/R
For the management : Shri Amit Sharma

AWARD

Passed on 30-5-2007

Central Government vide notification No. L-42012/
70/2003-IR (CM II) dated 4-03-2004 has referred the
following dispute to this Tribunal for adjudication:

"Whether action of the management of Sugarcane
Breeding Institute in not granting temporary status
and also non-regularisation of services of Sh.
Shamsheer Singh S/o Sh. Arjun w.e.f. 1997 is legal
and justified? If not, to what relief the workman is
entitled?"

2. Workman appeared in person and has made a statement that at present he do not want to pursue with the present reference and the same may be returned to the Central Govt. as withdrawn with a right to file fresh if need arise. In view of the statement of the workman recorded separately on 30-4-07, the present reference is returned as withdrawn in Lok Adalat in the above terms. Central govt. be informed. File be consigned to record.

Chandigarh.

30-5-07

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

क्र.अ. 2031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शुगरकैन ब्रीडिंग इन्स्टीट्यूट के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 127/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/68/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 127/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute, and their workmen, received by the Central Government on 27-06-2007.

[No. L-42012/68/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 127/2004

Sh. Raj Pal, S/o Sh. Seva Ram, Village-Dabar Ki Kalan, PO-Kunjipura, Distt. Karnal.

... Applicant

Versus

(a) The Head, Sugarcane Breeding Institute, Regional Centre, Agarsain Marg, Karnal 132001.

... Respondent

APPEARANCES

For the workman : Shri Raj Pal workman in person with A/R

For the management : Shri Amit Sharma

AWARD

Passed on 30-5-2007

Central Government wide notification No. L-42012/68/2003-IR (CM-II) dated 4-03-2004 has referred the following dispute to this Tribunal for adjudication:

"Whether action of the management of Sugarcane Breeding Institute in not granting temporary status and also non-regularisation of services of Sh. Raj Pal S/o Sh. Seva Ram, w.e.f. 1997 is legal and justified? If not, to what relief the workman is entitled?"

2. Workman appeared in person and has made a statement that at present he do not want to pursue with the present reference and the same may be returned to the Central Govt. as withdrawn with a right to file fresh if need arise. In view of the statement of the workman recorded separately on 30-4-07, the present reference is returned as withdrawn in Lok Adalat in the above terms. Central govt. be informed. File be consigned to record.

Chandigarh.

30-5-07

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

क्र.अ. 2032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 71/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-40012/381/99-आई आर (टी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 27-06-2007.

[No. L-40012/381/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 71/2000

Sh. Satpal Singh S/o Sh. Inder Singh C/o Sh. N.K. Jeet,
President, Telecom Labour Union, Mohalla Hari Nagar, Lal
Singh Basti Road, Bhatinda (Pb.) - 151001

... Applicant

Versus

(a) The General Manager, Telecom, Bhatinda (Punjab)-
151001.

... Respondent

APPEARANCES

For the workman : Sh. R. K. Singh
For the management : Sh. G. C. Babbar,

AWARD

(Passed on 30-5-2007)

Central Government vide notification No. L-40012/
385/99-IR (DU) dated 9-2-2000 has referred the following
dispute to this Tribunal for adjudication :

"Whether the action of the management of General
Manager, Telecom, Bhatinda in terminating the
services of Sh. Satpal Singh S/o Sh. Inder Singh is
legal and justified? If not, to what relief the workman
is entitled and from what date."

2. The case is taken up in Lok Adalat at the request
of the parties. The authorized representative of the workman
Shri Ram Partap Singh withdraw the present reference vide
his statement recorded on 10-5-2007. In view of the same,
the present reference is returned as withdrawn in Lok
Adalat. Central Govt. be informed. File be consigned to
record.

Chandigarh.
30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

क.अ. 2033.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार
विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के
बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक
अधिकरण/ग्राम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या
75/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-6-2007
को प्राप्त हुआ था।

[सं. एल-40012/385/99-आई आर (सी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2033.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 75/
2000) of the Central Government Industrial Tribunal-cum-
Labour Court, No. 1, Chandigarh as shown in the Annexure
in the Industrial Dispute between the employers in relation
to the management of Telecom Department and their

workmen, which was received by the Central Government
on 27-6-2007.

[No. L-40012/385/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 75/2000

Sh. Charanji Lal C/o Sh. N.K. Jeet, President, Telecom
Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road,
Bhatinda (Pb.) - 151001

... Applicant

Versus

(a) The General Manager, Telecom, Bhatinda (Punjab)-
151001.

... Respondent

APPEARANCES

For the workman : Sh. R. P. Singh
For the management : Sh. G. C. Babbar.

AWARD

(Passed on 30-5-2007)

Central Government vide notification No. L-40012/
385/99-IR (DU) dated 9-2-2000 has referred the following
dispute to this Tribunal for adjudication :

"Whether the action of the management of General
Manager, Telecom, Bhatinda in terminating the
services of Sh. Charanji Lal is legal and justified? If
not, to what relief the workman is entitled and from
what date?"

2. The case is taken up in Lok Adalat at the request
of the parties. The authorized representative of the workman
Shri Ram Partap Singh withdraw the present reference vide
his statement recorded on 10-5-2007. In view of the same,
the present reference is returned as withdrawn in Lok
Adalat. Central Govt. be informed. File be consigned to
record.

Chandigarh.

30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

क.अ. 2034.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार
विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के
बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक
अधिकरण/ग्राम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या
85/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-6-2007
को प्राप्त हुआ था।

[सं. एल-40012/408/99-आई आर (सी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workmen, which was received by the Central Government on 27-6-2007.

(No. L-40012/408/99-IR (DU))

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 85/2000

Sh. Sushil Kumar S/o Sh. Ram Chander C/o Sh. N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab) - 151001

... Applicant

Versus

(a) The General Manager, Telecom, Bhatinda (Punjab)-151001.

... Respondent

APPEARANCES

For the workman : Sh. Ram Partap Singh

For the management : Sh. G. C. Babbar.

AWARD

(Passed on 30-5-2007)

Central Government vide notification No. L-40012/408/99-IR (DU) dated 17-2-2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Sushil Kumar S/o Shri Ram Chander is legal and justified ? If not, to what relief the workman is entitled and from which date ?"

2. The case is taken up in Lok Adalat at the request of the parties. The authorized representative of the workman Shri. Ram Partap Singh withdraw the present reference vide his statement recorded on 25-4-2007. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh RAJESH KUMAR, Presiding Officer
30-5-2007

नई दिल्ली, 27 जून, 2007

क्र.सं. 2035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध निरोजकों और उनके कर्मचारों के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचकट (संदर्भ संख्या 69/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/378/99-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2035.—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workmen, which was received by the Central Government on 27-6-2007.

(No. L-40012/378/99-IR (DU))

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 69/2000

Sh. Gurcharan Singh S/o Sh. Hari Singh C/o Sh. Jeet Singh, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab) - 151001

... Applicant

Versus

(a) The General Manager, Telecom, Bhatinda (Punjab)-151001.

... Respondent

APPEARANCES

For the workman : Sh. R. P. Singh

For the management : Sh. G. C. Babbar.

AWARD

(Passed on 30-5-2007)

Central Government vide notification No. L-40012/378/99-IR (DU) dated 9-2-2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Gurcharan Singh S/o Sh. Hari Singh is legal and justified ? If not, to what relief the workman is entitled and from what date ?"

2. The case is taken up in Lok Adalat at the request of the parties. The authorized representative of the workman Shri. Ram Partap Singh withdraw the present reference vide his statement recorded on 25-4-2007. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh.

30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

का.अ. 2036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 217/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-40012/177/99-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2036.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 217/1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 27-06-2007.

[No. L-40012/177/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 217/1999

Miss Neeru Bala C/o The President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)-151001

... Applicant

Versus

(a) The General Manager, Telecom, Bhatinda (Punjab)-151001.

... Respondent

APPEARANCES

For the workman : Sh. R. P. Singh
For the management : Sh. G. C. Babbar.

AWARD

Passed on 30-5-2007

Central Government vide notification No. I. 40012/177/99-IR (DU) dated 22-09-1999 has referred the following dispute to this Tribunal for adjudication :

"Whether action of the management of General Manager, Telecom, Bhatinda in terminating the services of Miss Neeru Bala is legal and justified? If not, to what relief the workman is entitled and from what date?"

2. The case is taken up in Lok Adalat at the request of the parties. The authorized representative of the workman

Shri Ram Partap Singh withdraws the present reference vide his statement recorded on 10-5-2007. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record is entitled?

Chandigarh.

30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

का.आ. 2037.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 87/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-40012/410/99-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2037.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 27-06-2007.

[No. L-40012/410/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. ID 87/2000

Sh. Sukhwinder Singh S/o Sh. Lal Singh C/o Sh. N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)-151001

... Applicant

Versus

(a) The General Manager, Telecom, Bhatinda (Punjab)-151001.

... Respondent

APPEARANCES

For the workman : Sh. R. P. Singh
For the management : Sh. G. C. Babbar.

AWARD

Passed on 30-5-2007

Central Government vide notification No. L-40012/410/99-IR (DU) dated 17-02-2000 has referred the following dispute to this Tribunal for adjudication :

"Whether action of the management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Sukhwinder Singh S/o Sh. Lal Singh is legal and justified? If not, to what relief the workman is entitled and from what date?"

2. The case is taken up in Lok Adalat at the request of the parties. The authorized representative of the workman Shri Ram Partap Singh withdraw the present reference vide his statement recorded on 10-5-2007. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh.

30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

क्र.अ. 2038.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संघर्ष निबोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अप न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 253/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-40012/265/99-आई.आर.(डी. वू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2038.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 253/99) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman which was received by the Central Government on 27-06-2007.

[No. L-40012/265/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, CHANDIGARH

Case No. I.D. 253/1999

Sh. Satpal C/o Sh. N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)-151001

Applicant

Versus

(a) The General Manager, Telecom, Bhatinda (Punjab)-151001

Respondent

APPEARANCES

For the workman : Shri R. P. Singh.

For the Management : Shri G. C. Babbar.

AWARD

Passed on 30-5-2007

Central Government vide notification No. L-40012/265/99-IR (DU) dated 18-11-1999 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of General Manager, Telecom, Bhatinda in terminating the services of Satpal is legal and justified? If not, to what relief the workman is entitled?"

2. The case is taken up in Lok Adalat at the request of the parties. The authorized representative of the workman Shri Ram Partap Singh withdraw the present reference vide his statement recorded on 10-5-2007. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

क्र.अ. 2039.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संघर्ष निबोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अप न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 157/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2007 को प्राप्त हुआ था।

[सं. एल-40012/457/99-आई.आर.(डी. वू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2039.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 157/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman which was received by the Central Government on 27-06-2007.

[No. L-40012/457/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case I.D. No. 157/2000

Sh. Raj Kumar C/o Sh. N. K. Jeet, President, Telecom Labour
Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhairinda
(Ph.)-151001

Applicant

Versus

(a) The General Manager, Deptt. of Telecom,
Hoshiyarpur-146001

Respondent

APPEARANCES

For the Workman : Shri R. P. Singh

For the Management : Shri Raghubir Singh

AWARD

Passed on 30-5-2007

Central Govt. vide notification No. L-40012457/99/
IR (DU) dated 13-3-2000 has referred the following dispute
to this Tribunal for adjudication :

"Whether the action of the management of
General Manager, Telecom, Hoshiyarpur in
ordering disengagement/termination of services
of Sh. Raj Kumar, workman engaged through
Contractor Sh. Ashok Kumar Sharma, w.e.f.
1-3-99 is legal and justified? If not, to what relief
the workman is entitled and from which date?"

2. The case is taken up in Lok Adalat at the request
of the parties. The authorized representative of the workman
Shri Raju Partap Singh withdraw the present reference vide
his statement recorded on 8-5-2007. In view of the same,
the present reference is returned as withdrawn in Lok
Adalat. Central Govt. be informed. File be consigned to
record.

Chandigarh

30-5-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 27 जून, 2007

वै.आ. 2040.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी बैंक ऑफ
राजस्थान लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके
कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक
अधिकरण जोधपुर के पंचाट (संदर्भ संख्या 01/05) को एकाग्रित
करती है, जो केन्द्रीय सरकार को 27-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/123/2004-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th June, 2007

S.O. 2040.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the Award (Ref.
No. 01/05) of the Industrial Tribunal-cum-Labour Court,
Jodhpur as shown in the Annexure in the Industrial Dispute
between the management of The Bank of Rajasthan Limited
and their workman which was received by the Central
Government on 27-6-2007.

[No. L-12012/123/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

अनुबन्ध

औद्योगिक विवाद अधिकांश एवं अप न्यायालय, जोधपुर।

पौखर्तन अधिकांश :- श्री नृपेन्द्र सिंह डाढ़ा, आर एच. जे. एम.
औद्योगिक विवाद (कन्द्रीय) सं. 01/05

श्रीमति सरोज पति स्व. श्री लालराम हरिनन जॉयिंग प्रेसिडेंट ऑल
बैंक सफाई कर्मचारों संघ 50-138 2599 पथ मानसरोवर, जयपुर।

... प्रार्थी

बनाम

1. दी प्रेसिडेंट एण्ड मैनेजिंग डायरेक्टर, दी बैंक ऑफ राजस्थान
लिमिटेड ऑफिस सी 1 सरदार पटेल मार्ग, जयपुर।

2. दी एमिस्टेड जनरल मैनेजर, दी बैंक ऑफ राजस्थान लि. बॉम्बे
पोस्ती चौरहा जोधपुर

... अप्रार्थी

रेफरेंस अर्न्तगत धारा 10 औ. वि. अधिनियम, 1947

उपस्थिति :-

(1) प्रार्थी स्वयं या उसका कोई प्रतिनिधि हाजिर नहीं।

(2) अप्रार्थी की ओर से श्री हरिश पुरोहित उप.

अवार्ड

दिनांक - 5-2007

1. भारत सरकार ने अपनी अधिसूचना क्रमांक एल.
12012/123/2004 आई आर (बी-1) दिनांक 14-6-2004 द्वारा
निम्न विवाद अर्न्तगत धारा 10 औद्योगिक विवाद अधिनियम, 1947 के
तहत इस न्यायालय को रफर किया है :

"ज्या अफसर एम प्रबन्ध निदेशक दी बैंक ऑफ राजस्थान लि.
केन्द्रीय कार्यालय, जयपुर एवं सहायक महाप्रबन्धक दी बैंक
ऑफ राजस्थान लि., क्षेत्रीय कार्यालय, जोधपुर द्वारा कर्मकार
श्रीमति सरोज पति स्व. श्री लालराम हरिनन अर्न्तगत
सफाई कर्मचारों को संपूर्ण संश्लेषित वेतनमान नहीं दिया जाना
उचित एवं वैध है ? यदि नहीं तो कर्मकार अपने नियोजक से
क्या रहत पाने का अधिकारी है ?"

2. उक्त रेफरेंस इस न्यायालय में प्राप्त होने पर दिनांक
14-6-05 को दर्ज रजिस्टर किया गया व पक्षकारों के नोटिस जारी

किये गये। प्रार्थी के नोटिस को तामील रेफरेन्स में बताने पर दिनांक 8-8-05 की पेशी हुई लेकिन प्रार्थी 8-8-05 व उसके पश्चात् लगभग 17 पेशियाँ पर हाजिर नहीं हुआ जिस पर प्रार्थी को पुनः रजिस्टर्ड ए.डी. से नोटिस प्रेषित किया गया उक्त नोटिस भी तामील होकर प्राप्त हुआ लेकिन इसके नक्जुद् भी प्रार्थी स्वयं या उसका कोई प्रतिनिधि आन हाजिर नहीं है। न ही कोई माँग पत्र या शपथ-पत्र प्रस्तुत किया गया है।

3. अप्रार्थीगण की ओर से प्रार्थना-पत्र प्रस्तुत कर यह कहा गया है कि ओमरो सरोज ने अप्रार्थी बैंक में 6 घंटे साप्ताहिक से कम कार्य किया है अतः द्विपक्षीय समझौते के तहत प्रार्थी को 740 रुपये प्रतिमाह फिक्स के आधार पर भुगतान किया गया, चूँकि द्विपक्षीय समझौते के तहत वेतन भुगतान संशोधित नहीं किये गये हैं ऐसी स्थिति में प्रार्थी संशोधित वेतन प्राप्त करने की विधिक रूप से अधिकारी नहीं है। प्रार्थी का पूर्व में ही विधन हो गया है एवं बैंक ने सहानुभूति रखते हुए प्रार्थी की पुत्री को अंशकालीन सफाई कर्मचारी के रूप में नियुक्त कर दिया है।

4. वह सिद्ध करने का भर प्रार्थी पर था कि उसे संशोधित वेतनमान दिया जावे। परन्तु प्रार्थी की ओर से उक्त तथ्य को सिद्ध करने के लिए कोई माँग-पत्र या शपथ-पत्र प्रस्तुत नहीं किया गया है जब कि अप्रार्थी की ओर से जजमेंट में यह कहा गया है कि द्विपक्षीय समझौते के तहत प्रार्थी को 740 रुपये प्रतिमाह फिक्स के आधार पर वेतन भुगतान किया गया चूँकि द्विपक्षीय समझौते के तहत वेतन भुगतान संशोधित नहीं किये गये हैं अतः प्रार्थी संशोधित वेतनमान प्राप्त करने की अधिकारी नहीं है। चूँकि प्रार्थी द्वारा रेफरेन्स में वर्णित प्रश्न की किसी माँग-पत्र अथवा साक्ष्य से सिद्ध नहीं किया है ऐसी स्थिति में अप्रार्थीगण द्वारा प्रार्थी को अंशकालीन सफाई कर्मचारी को संपूर्ण संशोधित वेतनमान नहीं दिया जाना अनुचित एवं अवैध माने जाने का कोई कारण नहीं है। प्रार्थी किसी अनुलोप की अधिकारी नहीं है। अतः इस रेफरेन्स का उत्तर इस अवार्ड की उम्में में निम्न प्रकार दिया जाता है।

5. अप्रार्थीगण द्वारा प्रार्थी को संपूर्ण संशोधित वेतनमान नहीं दिया जाना उचित एवं वैध है। प्रार्थी किसी अनुलोप की अधिकारी नहीं है।

6. इस अवार्ड को प्रकाशनाय कोन्द्रीय सरकार को प्रेषित किया जावे।

7. वह अवार्ड आज दिनांक 7-5-2007 को खुले न्यायालय में सुनाया गया।

मुख्य न्यायाधीश

नई दिल्ली, 28 जून, 2007

फर.अ. 2041.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचद (संदर्भ संख्या

11/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-2007 को प्राप्त हुआ था।

[सं. एल-12011/126/2005-आई वार (बी-II)]

राजिन्द कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S.O. 2041.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 11/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workman received by the Central Government on 28-6-2007.

[No. L-12011/126/2005-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM

PRESENT:

Shri P. L. Norbert, B. A., L. L. B., Presiding Officer

(Monday the 18th day of June, 2007/28th Jyaisitha, 1929)

LD. No. 11/2005

Workman/Union : The Assistant Secretary
Canara Bank Staff Union
Kerala Regional Committee
41/2201, Ernakulam North
Kochi-682 018.

Adv. H. B. Shenoy

Management : The General Manager
Canara Bank
Staff Section (Workman)
Circle Office, M. G. Road,
Spencer Junction
Thiruvananthapuram-695 001.

Adv. M. P. Sreekrishnan

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"Whether it is fact that Smt. N. B. Bindu was engaged by the management of Canara Bank as a part time employee during the period from 8-10-1996 till 30-6-2004? If so, whether her claim for regularisation in service of the bank from 1-7-2004 is justified and legal and what relief the disputant concerned entitled to?"

2. The facts of the case in brief are as follows:—

According to Smt. N. B. Bindu was employed as part-time sweeper (PTS) at Ramamangalam branch of Canara

Bank on 8-10-1996. This was on leave vacancy of permanent part-time sweeper. On 30-6-2004 the permanent part-time sweeper retired. Thereafter from 1-7-2004 the workwoman was working in the permanent vacancy continuously. Even now she is in service. However the request for absorption as permanent part-time sweeper was not favourably considered by the management. Therefore an industrial dispute was raised before Assistant Commissioner and thereafter the reference. The workwoman is entitled for regularisation w.e.f. 1-7-2004 and for consequential benefits.

3. According to the management Smt. Bindu was never appointed by the bank. She worked for sometime intermittently in leave vacancies which was arranged by the permanent part-time sweeper and not by bank. For appointment in a permanent post one has to fulfil the recruitment norms with regard to age and qualification. Smt. N. B. Bindu did not conform to the norms and hence her candidature could not be considered. She had never worked in any permanent vacancy nor had she worked continuously, much less for a continuous period of 240 days as claimed by her. She worked 44 days in 2001, 48 days in 2002, 74 days in 2003 and 68 days in 2004. Therefore she is not eligible to be absorbed or for any monetary benefits.

4. In the light of the above contentions and in view of the reference the following points arise for consideration.

- (1) Was Smt. N. B. Bindu employed from 8-10-1996 to 30-6-2004?
- (2) Is she entitled for absorption as part-time sweeper?

The evidence consists of the oral testimony of WW1 and 2 and documentary evidence of Exts. W1 to W1(b) on the side of workman and MW1 on the side of management.

5. Points No. (1):

It is not disputed that Smt. Bindu was working in leave vacancy of Smt. Janaki intermittently from 2001 to August 2004. Smt. Janaki was a permanent part-time sweeper in Ramamangalam branch of the bank during 1996 to 30-6-2004. The bank does not admit the service of Smt. Bindu prior to 2001. However as per paragraph 8 of the counter statement of the management they admit that the workwoman had worked for the periods mentioned therein i.e. 2001—44 days, 2002—48 days, 2003—78 days and 2004—68 days. Whether the factum of work in leave vacancy prior to 2001 is admitted or not, it makes little difference in the case of Smt. Bindu as she has been working, as evidence reveals, even after 30-6-2004. However other than the pleadings in the counter statement regarding the service of Smt. Bindu intermittently during the period 2001-04, no records are produced by the bank. At the same time it is not disputed that Smt. Janaki was the permanent part-time sweeper during the period from 8-10-1996 to 30-6-2004. Therefore the case of the

workwoman is more probable than the case of the management that she was working in leave vacancy from 8-10-1996 to 30-6-2004 and management which is in possession of the records, has not produced the same to substantiate their contention. They contended that Smt. Bindu was working as part time sweeper in leave vacancy intermittently from 2001 to 30-6-2004.

6. Points No. (2):

It is the case of the workwoman that her mother-in-law, Smt. Janaki who was the permanent part-time sweeper had retired on 30-6-2004 and Smt. Bindu who had been working in leave vacancy, continued to work as PTS in the permanent vacancy that arose on 1-7-2004. She is continuing as such even now. This is not admitted by management. In the counter statement they merely state that Smt. Bindu was working in leave vacancy till 2004. However the bank's officer, MW1 has admitted that when Smt. Janaki retired on 30-6-2004 Smt. Bindu worked in that vacancy from 1-7-2004, but only up to August, 2004. According to him, thereafter two other part time sweepers were engaged. However he does not know their names MW1 admits that nobody else is recruited as permanent PTS till now. It is relevant to note that this version of MW1 that two other PTS were engaged after August, 2004 is only an afterthought which has no basis in the pleadings of the management. Moreover no records, like Daily Wage Register or vouchers are produced by them to prove employment of any other PTS than Smt. N. B. Bindu in Ramamangalam branch after 1-7-2004 or after August 2004. Thus before 1-7-2004 in leave vacancy and thereafter in permanent vacancy Smt. N. B. Bindu has been working. Though MW1 has denied that Smt. Bindu is working even now the bank has not been able to substantiate that any other PTS or permanent PTS is appointed. The bank cannot carry on their function without a sweeper. WW2 is the Assistant Secretary of the Union which has espoused the cause of Smt. Bindu says that none has been appointed in the permanent vacancy and Smt. Bindu continues to work even now. The figures mentioned in paragraph 8 of the counter statement of the management regarding period of work are not based on any record and not supported by any documentary evidence. The bank is in possession of records showing the period of work of an employee whether casual, temporary or permanent. They have withheld those records.

7. The next question is, whether Smt. Bindu has been working continuously for a period of one year or 240 days during a period of 12 calendar months. The learned counsel for the management submits that the burden to prove such continuous service is on the workman. The learned counsel relies on the decision in *Krishna Bhagya Jala Nigam Ltd. v. Mohammed Rafi* AIR 2006 SC 3363. The Hon'ble Supreme Court referring to several previous decisions and relying on the decision in *R. M. Yellati v. The Asstt. Executive Engineer* [17 2005 (5) SC 340] observes

in Para 1) that the burden to prove that one has put in service of 240 days continuously is on the workman. This can be discharged by the workman by mounting the box and calling for records from the management. The workman was examined as WW1 and the union office bearer as WW2. They have given evidence to the effect that Smt. Bindu has been working since 1-7-2004 in permanent vacancy and even now she continues as PTS. They also state that nobody else was engaged during this period. The management has not been able to prove engagement of any other person in place of Smt. Bindu. If there was any such appointment the bank could have easily proved the same by production of Daily Wage Register and vouchers. The union had called for the Daily Wage Registers and appointment files of PTS. The Management did not produce them on the ground that the union had not specified the period of the registers required. So also union had not specified the files of appointment of PTS relating to any period. The management therefore filed an affidavit stating that the records called for were voluminous in nature and they were vague and no specific period was mentioned. It was too general a demand that the union made, calling for Daily Wage Registers without specifying the period. So also the appointment files, without specification, could be all the appointment files of all branches in Kerala. Therefore on account of non-production of documents no adverse inference can be drawn. In spite of the fact that they are in possession of the best records to prove engagement or non-engagement of Smt. N. B. Bindu from 1-7-2004 till now they have not produced them, rather suppressed them. The testimony of MW1 deviating from the pleadings in the counter statement that two other PTS were engaged after August, 2004 is an afterthought and a convenient statement to suit to the circumstances. The ALC had inspected Ramamangalam branch and perused the records and directed the bank to pay bonus to Smt. Bindu for the period 2003-04 admittedly. All these circumstances go to show that Smt. N.B. Bindu has been working as PTS in a permanent vacancy from 1-7-2004 till date continuously for a period of one year. She is a 'workman' coming within the definition of S-2 (s) of I.D. Act. If she has worked for 240 days continuously for 12 calendar months she gets a right for notice and retrenchment compensation u/s-25F and preference in appointment u/s-25H of the Act.

8. However the claim is for absorption in permanent vacancy for which the worker will have to show that she has some right under the provisions of LD. Act or any other law. Apparently there is no right for absorption as per the provisions of LD. Act. The suggestion of the learned counsel for the worker was that there is a practice of absorbing part-time sweepers who have been working for quite sometime in a branch. Whereas the learned counsel for the management argues that for regular recruitment guidelines are issued by the Head Office of the bank. As per the guidelines the age limit is, 27 years and

the educational qualification is 5th standard and at any rate not a pass in the 9th standard. The management contends that so far as Smt. Bindu is concerned she has studied upto 10th standard and had crossed the age of 27 years at the relevant time as her date of birth is 20-5-1976. Hence according to the management her request for absorption could not be considered favourably by the management. However the learned counsel for the worker submits that the guidelines issued by Head Office of the bank have no statutory force. Only the Board of Directors of the bank can issue such guidelines. Moreover, according to the learned counsel, no recruitment rules are framed as per Article 309 of the Constitution so as to bind the bank in recruiting part-time sweepers in permanent vacancies. The learned counsel for the worker relies on the decision in *Secretary, State of Karnataka v. Uma Devi* (2006) 4 SCC 1. Paragraphs 6 and 31 are relevant :

6. "The power of a State as an employer is more limited than that of a private employer inasmuch as it is subjected to constitutional limitations and cannot be exercised arbitrarily (see Basu's Shorter Constitution of India). Article 309 of the Constitution gives the Government the power to frame rules for the purpose of laying down the conditions of service and recruitment of persons to be appointed to public services and posts in connection with the affairs of the Union or any of the States. That article contemplates the drawing up of a procedure and rules to regulate the recruitment and regulate the service conditions of appointees appointed to public posts. It is well acknowledged that because of this, the entire process of recruitment for services is controlled by detailed procedures which specify the necessary qualifications, the mode of appointment, etc. If rules have been made under Article 309 of the Constitution, then the Government can make appointments only in accordance with the rules. The State is meant to be a model employer. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 was enacted to ensure equal opportunity for employment seekers. Though this Act may not oblige an employer to employ only those persons who have been sponsored by employment exchanges, it places an obligation on the employer to notify the vacancies that may arise in the various departments and for filling up of those vacancies, based on a procedure. Normally, statutory rules are framed under the authority of law governing employment. It is recognized that no Government order, notification or circular can be substituted for the statutory rules framed under the authority of law. This is because, following any other

course could be disastrous inasmuch as it will deprive the security of tenure and the right of equality conferred on civil servants under the constitutional scheme. It may even amount to negating the accepted service jurisprudence. Therefore, when statutory rules are framed under Article 309 of the Constitution which are exhaustive, the only fair means to adopt is to make appointments based on the rules so framed."

31. "In *Adhwani Kumar v. State of Bihar* this Court was considering the validity of confirmation of the irregularly employed. It was stated : (SCC p.17/Para 13)

"13. So far as the question of confirmation of these employees whose entry itself was illegal and void, is concerned, it is to be noted that question of confirmation or regularisation of an irregularly appointed candidate would arise if the candidate concerned is appointed in an irregular manner or on *ad hoc* basis against an available vacancy which is already sanctioned. But if the initial entry itself is unauthorized and is not against any sanctioned vacancy, question of regularizing the incumbent on such a non-existing vacancy would never survive for consideration and even if such purported regularisation or confirmation is given it would be an exercise in futility."

This Court further stated: (SCC pp.18-19, Para 14)

"14. In this connection it is pertinent to note that question of regularisation in any service including any Government service may arise in two contingencies. Firstly, if on any available clear vacancies which are of a long duration appointments are made on *ad hoc* basis or daily-wage basis by a competent authority and are continued from time to time and if it is found that the incumbents concerned have continued to be employed for a long period of time with or without any artificial breaks and their services are otherwise required by the institution which employs them, a time may come in the service career of such employees who are continued on *ad hoc* basis for a given substantial length of time to regularise them so that the employees concerned can give their best by being assured security of tenure. But this would require one precondition that the initial entry of such an employee must be made against an available sanctioned vacancy by following the rules and regulations governing such entry. The second type of situation in which the question of regularisation may arise would be when the initial

entry of the employee against an available vacancy is found to have suffered from some flaw in the procedural recruitment and has otherwise followed the procedure for such recruitment. A need may then arise in the light of the exigency of administrative requirement for waiving such irregularity in the initial appointment by a competent authority and the irregular initial appointment may be regularised and security of tenure may be made available to the incumbent concerned. But even in such a case the initial entry must not be found to be totally illegal or in blatant disregard of all the established rules and regulations governing such recruitment".

9. In the light of the above observations the learned counsel argues that so far as the present case is concerned, no recruitment rules are framed by the bank under Article 309 of the Constitution and the guidelines issued by the head office has no statutory force. The bank is not bound to follow the guidelines nor are the applicants for the posts bound to conform to the guidelines. It is no doubt true that recruitment rules are not framed. The management has not been able to show that the guidelines are issued by a competent authority. Whatever that be, assuming that there are no recruitment rules and guidelines have no statutory force, even then the question that looms large is, whether the worker has acquired any right for permanency. I have already observed that under the provisions of L.D. Act the worker does not get a right for absorption. But the learned counsel for the worker submits that the bank has not been following the guidelines always. They have deviated from the guidelines and absorbed many PTS in their respective branches where they were working as daily wage earners. Thus the learned counsel tries to prove a custom that is prevailing in the bank where PTSs are absorbed in permanent vacancy. The suggestion during evidence was that in Kodungalloor, Kuzhampalam and Thrissur branches PTSs were absorbed. This is denied by MW1. The learned counsel for the worker contends that the files pertaining to absorption of PTS called for is not produced by the management and therefore the worker is unable to prove her contention. However the learned counsel points out admission of the management in Exts. W1(a) and (b). They are additional reply statements filed by the management before ALC, Ennakulam during conciliation. It is admitted that prior to the issuance of guidelines there was a practice of absorbing PTS in respective branches. The appointment of one Balasubramanian was on 16-6-2002 and he was a personal driver. The guidelines have no application regarding personal drivers. It is further stated that in Konthatukulam branch one Smt. T. P. Bindumol was absorbed on 28-9-2000. She conformed to the norms of recruitment. She was aged 24 years and she had passed only 8th standard. She belonged to OBC category.

Smt. K. Geetha of Adivaram branch was absorbed in the vacancy that arose due to retirement of a permanent PTS who was her mother. Smt. Geetha had studied up to 4th standard and she was aged 35 years as on 31-10-2000 when she was absorbed. Relaxation with regard to age was given by the bank as a special case while absorbing her. Regarding the suggestion of the worker about the absorption of PTS in Kodungalloor, Kummankulam and Thrissur branches, no records are produced. The worker could have summoned those sweepers and examined. Whatever records that the worker could get at from such absorbed PTS could be produced. There is only a touch and go attempt to prove the practice of absorption of casual PTS in permanent vacancies. That is not enough. Moreover, there is absolutely no plea regarding such custom or practice prevalent in the bank. It is not enough to bring up a case at the evidence stage. Such custom has to be pleaded and proved with cogent evidence that in spite of guidelines the bank has not been following it and the practice is to absorb casual PTS. Hence, despite the absence of recruitment rules the bank is not bound to absorb PTS and no PTS as a matter of right can claim absorption. It is for the management to decide regarding absorption. Since the worker does not acquire any right under the provisions of I.D. Act for absorption this court cannot direct the management to do so. Moreover, the judgement in Uma Devi's case condemns such absorption or regularisation (Para 37). It is as follows:

"37. It is not necessary to multiply authorities on this aspect. It is only necessary to refer to one or two of the recent decisions in this context. In *State of U. P. v. Neeraj Awasthi* this Court after referring to a number of prior decisions held that there was no power in the State under Article 162 of the Constitution to make appointments and even if there was any such power no appointment could be made in contravention of statutory rules. This Court also held that past alleged regularisation or appointment does not confer entitlement to further regularisation or appointment. It was further held that the High Court has no jurisdiction to frame a scheme by itself or direct the framing of a scheme for regularisation. This view was reiterated in *State of Karnataka v. KGSD Canteen Employees' Welfare Assn.*"

10. Lastly it was argued by the learned counsel for the worker that as per paragraph 20.11 and 12 of 1st Bipartite Settlement the worker in this case is entitled for absorption. They read as follows :

"20.11. Any temporary workman (other than godown-keeper or godown-watchman) who is, on the date of this Settlement in a bank's service will, if he is not covered by the preceding clause, be taken up on probation if he satisfies the following three conditions :

(i) that he does not fall within the definition of "temporary employee" as above :

AND

(ii) that, if in the clerical cadre, he is at least a matriculate or its equivalent;

AND

(iii) that he has already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 120 days.

20.12. Other things being equal, temporary workman (other than godownkeeper) will be given preference for filling permanent vacancies and if selected they may have to undergo probation."

These provisions refer to temporary workmen who were in service in 1966 and not after that. Therefore they are not applicable to the workman here.

11. For the reasons stated above I find that the workwoman, Smt. N.B. Bindu is not entitled for absorption (regularisation).

12. In the result, an award is passed finding that Smt. N.B. Bindu was engaged by the management as part-time employee during the period from 8-10-1996 to 30-6-2004 intermittently on leave vacancies. However she is not entitled for absorption (regularisation) in service of the bank from 1-7-2004 and her claim is not legal and justified. She is not entitled for any relief. No cost. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2007.

P. L. NORBERT, Presiding Officer
APPENDIX

Witness for the Workman/Union:

WW1 — Smt. Bindu Saji—2-4-2007.

WW2 — Shri K. V. George—29-3-2007.

Witness for the Management :

MW 1 — Shri B. Hari—17-4-2007.

Exhibits for the Workman Union :

W1 — Copy of reply statement filed by the management before the ALC (C), dated 29-7-2004.

W1 (a) — Copy of Additional Reply Statement filed by the management before ALC(C), dated 28-2-2005.

W1 (b) — Copy of Additional Reply Statement filed by the management before ALC(C), dated 21-5-2003.

Exhibits for the Management :

Nil

नई दिल्ली, 28 जून, 2007

क्र.अ. 2042.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, नई दिल्ली के पंचात (संदर्भ संख्या 47/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-2007 को प्राप्त हुआ था।

[सं. एल-12011/17/2005-आई.आर.(बी-11)]

राजिन्द कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S.O. 2042.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Allahabad Bank and their workman received by the Central Government on 28-06-2007.

[No. L-12011/17/2005-IR(B-11)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL (IAT)
LABOUR COURT-II RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE,
NEW DELHI

PRESIDING OFFICER: R.N. RAI

L.D. No. 47/2005

PRESENT

Sh. R. S. Saini

-1st Party.

Sh. Dinesh Agrawal

-2nd Party

In the Matter of:—

Shri Mange Ram,

Through AIABEA (NCBE)

H. No. 115, Yadav Park, Najafgarh Road,
Nangloi, Delhi-110041.

VERSUS

The Dy. General Manager,

Allahabad Bank,

Z.O. 17, Pt. St. New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12011/17/2005 (IR(B-11) Central Government Dt. 26-05-2005 has referred the following point for adjudication

The point runs as hereunder:—

"Whether the action of General Manager, Allahabad Bank, Zonal Office, 17, Parliament Street, New Delhi/ Asst. General Manager, Allahabad Bank, Regional Office, Karol Bagh, New Delhi in non-fixation of pension to Shri Mange Ram, Ex-Guard Alipur Branch,

Delhi w.e.f. 30-06-1997 instead of P.F. Scheme is just, valid and legal? If not to what benefit the workman is entitled for and what directions are necessary in the matter?"

The workman applicant has filed claim statement. In the claim statement it has been stated that Shri Mange Ram is an ex-serviceman having joined the bank on permanent basis as armed guard and retired on 30-06-1997 from Alipur Branch of the Bank.

That during his service career, the unions and the management of the bank through IBA entered into an agreement at industry level framing pension rules in 1993/1995, which would be applicable to the bank employees.

That the Indian Banks Association asked the member banks including Allahabad Bank to implement the said scheme through their circular on the same pattern as agreed at industry level in 1993 between the unions and IBA.

That the Bank came out with said scheme under the heading "Allahabad Bank (Employees) Pension Regulations 1995" and invited option through circular No. 4318 dated 16.11.1995 fixing 27th January, 1996 as the last date for submitting the said pension option.

That the Bank came out with another circular No. 5209 dated 13.12.1996 on the same subject matter and directed the concerned managers/regional manager/zonal managers to forward the said option received from the employee for their doing the needful at H.O. level, if not forwarded earlier in response to circular No. 4318.

That Shri. Mange Ram submitted the said option in time to the Senior Manager, Alipur branch for onward dispatch to the competent authority for their final approval.

That the said option forms of Shri Ram were not sent to the higher authority in time by the said branch as the same was left inadvertently in the office.

That the said form of option of Shri Mange Ram was sent by the branch to the Regional Office vide letter No. 97/69/37 dated 13.1.1997 signed by Senior Manager, late Shri Harish Mathotra along with his own option from stating therein that the said option forms remained in the office, but could not be submitted to you and requested to make necessary entries. This makes it abundantly clear that the said option forms were submitted in time in response to HO circular No. 4318. Shri Mange Ram is fully entitled to get pension legitimately and reasonably.

That the workman has submitted many letters to the Banks Management, which neither have been responded nor any action appears to have been taken to release the pension opted by the said workman due to the apathetic attitude of the management as he was the member of our union and was mal treated due to dual standard of the management based on union affiliation.

That is on record of the bank Alipur Branch, which revealed that the workman has submitted the option forms

to the management and the same cannot be denied by them. After submission of the required in the given circumstances, where no fault lies at the workman, the Banks Management is fully responsible for the lapses, if any, on their part for delay, left over or remained in the branch.

That the workman retired on attaining superannuation without any adverse remarks and performed his duty satisfactorily and never gave any occasion of complaint.

That the workman is denied pension illegally, unilaterally and arbitrarily without any rhyme and reason by the Management, which caused great financial difficulties and harassment at this old age being senior citizen.

That the workman was constrained to file the complaint/industrial dispute before the Regional Labour Commissioner's (C) through the Union in the month of January, 2000. The said complaint/industrial dispute is attached and marked annexure-A.

That the Bank replied vide their letter dated 31.07.2000 and replication was filed. The said reply of the Bank and union replication is attached and marked annexures B & C.

That after the failure of the conciliation proceedings, the matter was reported to the Ministry of Labour for further necessary action and accordingly this reference to this Hon'ble Tribunal for adjudication.

That the workman reserves his right to add or amend the claim during the proceedings in the interest of justice and fair play.

That all the papers are in custody of the bank and the workman has certain documents, which will be filed later.

That the workman has been mal-treated by the Bank Management and denied pension and other related benefits without any legal sanction and he is fully entitled to receive.

In view of the above submission, it is humbly prayed that the Hon'ble Tribunal may kindly be graciously pleased to pass an order for the fixation/release of the pension of the workman Sh. Mange Ram with a award in his favour and against the Management, thereby declaring the Banks action as illegal, arbitrary and unfair labour practice and the Management be further directed to pay the same from the date of his retirement on attaining the age of superannuation with interest and cost/pension with all other consequential benefits.

Pass any other order/orders as deemed fit and proper in the given circumstances of the dispute on merit/records in favours of the workman and against the Management in the interest of justice.

The Management has filed written statement. In the written statement it has been stated that the present reference is bad for delay and laches, as, admittedly, Shri Mange Ram had retired from the service of the Allahabad Bank on

attaining the age of superannuation in the year 1997. As such also, the present reference is liable to be rejected.

That the present reference is also to be dismissed, inasmuch as admittedly, as per the Scheme/Circular, all the eligible persons were required to exercise their option on or before 27-01-1996. Thereafter, another Circular was issued on 13-12-1996, when all administrative offices were directed to submit the Applications Forms, received from the employees on or before 31-12-1996. Admittedly, in the present case, the option form was not received by the Head Office till 31-12-1996, as such, it is clear that Shri Mange Ram did not exercise his option for pension as per the Circular issued by the Management. As Shri Mange Ram failed to exercise option, there was no question of fixation of pension of Shri Mange Ram and he continued to be governed by the old scheme. It is further submitted that Shri Mange Ram, after retirement, has taken all his benefits in terms of his earlier option. As such also, the present reference is liable to be dismissed.

The Central Government, having formed an opinion and formulated a term of reference and referred the matter for adjudication to this Hon'ble Tribunal, is a matter of record. It is, however, submitted that the said reference is bad in law and contrary to the facts and the reference has been made without application of mind. As such, the reference is liable to be answered in negative.

Shri Mange Ram is an Ex-Serviceman and joined the Bank on permanent basis as Armed Guard and retired on 30-06-1997 is a matter of record.

It is submitted that admittedly, Shri Mange Ram did not exercise option in terms of the said Circular. The second Circular dated 13-12-1996 is a matter of record. It is submitted that the said Circular was only instructions to the concerned Manager to forward the options, which may have been exercised by the employees, to the Head Office to enable them to do the needful.

It is specifically denied that Shri Mange Ram submitted the option in time in the Senior Manager for onward dispatch as alleged or otherwise. Shri Mange Ram has failed to give the details as to when he had exercised the said option.

It is specifically denied that the said option form was not sent to the Higher Authority in time by the Branch as alleged or otherwise.

That the contents of Para 9 as stated are not admitted. Assuming the statements made in Para under reply are believed to be correct, it is submitted that the said Letter bearing the signatures of Late Shri Harish Malhotra was received by the Regional Office on 22-02-1997, though, it is the case of Shri Mange Ram that the said communication was forwarded on 13-01-1997. Unfortunately, Shri Harish Malhotra died on that very day i.e. 13-01-1997, when the alleged Letter was supposed to have been written by Shri Harish Malhotra in the Regional Office. It is submitted that

even the request of Shri Harish Malhotra, which was annexed to the said Letter, was also rejected by the Management, as both of them were received much later after the last date. It is submitted that after the said Letter was written on the same day and dispatched thereafter, it is beyond imagination that it would take approximately one and half months to reach the Head Office. Thus, it is clear that the said Letter has been fabricated after the death of Shri Harish Malhotra, and Shri Mange Ram is trying to take advantage of the death of Shri Harish Malhotra by fabricating the said documents. It is submitted that no reliance can be placed on the said documents. Assuming for the sake of arguments that the said communication was written by Late Shri Harish Malhotra during his life time, it is submitted that admittedly, the same was received only on 22-02-1997, thus, it is clear that it was received after 31-12-1996, as such was beyond time and would amount to no application by Shri Mange Ram for opting under the Pension Scheme. It is specifically denied that the Workman cannot be treated at fault. It is also denied that Shri Mange Ram is entitled to get pension as alleged or otherwise. It is submitted that subsequent to Shri Mange Ram having retired on 30-06-1997, Shri Mange Ram took all the benefits, which were due and payable as per the policy applicable to him as on date of retirement i.e. the Workman had taken PF. Admittedly, it was only in the year, 2000, Shri Mange Ram raised a dispute his eligibility for pension. As such, the said Claim was clearly an afterthought.

It is submitted that in any case, the submission of applications after the settlement of accounts and taking all the benefits is of no consequence whatsoever. It is specifically denied that the management has mal-treated Shri Mange Ram due to his union activity as alleged or otherwise.

It is submitted that no records are being maintained to show as to when the option form was submitted by Shri Mange Ram. It is submitted that in fact, Shri Mange Ram has himself not stated as to when the said option form was submitted by Shri Mange Ram. It is specifically denied that there has been any lapses on the part of the management as alleged or otherwise.

It is submitted that Shri Mange Ram has received all retiral dues on attaining the age of retirement and all accounts have been settled. As such, Shri Mange Ram is not entitled for any reliefs, whatsoever.

The filing of the complaint before the RLC(C) by Shri Mange Ram is a matter of record. However, it is submitted that the said complaint was filed after a period of two and half years and that too after settling all his accounts, which clearly show that the said complaint was an afterthought and no action was taken on the same.

In the circumstances, it is most respectfully prayed that this Hon'ble Court may be pleased to dismiss present claim with cost and the reference be answered in negative.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

It transpires from perusal of the order sheet that affidavit of the workman was filed on 27-02-2007 and the case was posted for cross-examination on 02-03-2007, 02-04-2007, 18-04-2007, 21-05-2007 & 12-06-2007. The management sought several adjournments and none was present on 21-05-2007 and 12-06-2007. The opportunity of cross-examination of the workman from the side of the management was closed on 12-06-2007 and argument was heard.

It was submitted from the side of the workman that the workman retired on 30-06-1997 from Alipur Branch of the Bank. The Bank circulated Allahabad Bank (Employees') Pension Regulation, 1995 and invited option to Circular No. 4318, dated 16-11-1995 fixing 27-01-1997 as the last date for submitting the said pension option. The date of option was extended by Circular No. 5209 to 13-12-1996. The workman submitted his option in time to the Sr. Manager, Alipur Branch for onward dispatch to the competent authority for their final approval but the option form was left inadvertently in the office. It was sent by the Branch Manager by Letter No. 97/6937 on 13-01-1997 signed by the Sr. Manager, Shri Harish Malhotra. No action has been taken so far.

The case of the management is that the workman did not apply in the prescribed option form in time i.e. up to 13-12-1996. Letter dated 13-01-1997 was received but no action was taken as it was not within the stipulated time.

The further case of the management is that the option form of the workman was forwarded by Shri Harish Malhotra only on 22-02-1997. It was received after 13-12-1997 which was beyond time, so it was rejected.

The further case of the management is that Shri Mange Ram retired on 30-06-1997 and he took all the benefits which were due and payable as per the policy applicable to him as on date of retirement. He has taken his PF and other benefits. In view of this he has not opted for pension within stipulated time. He got all his accounts settled.

Shri Mange Ram himself has not specifically mentioned in his claim application as to on what date he submitted the option form for being forwarded to the competent authority for their final approval. No date of option has been mentioned anywhere in the claim statement. It appears that after availing all the benefits after a lapse of 8 years the workman has raised this dispute.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of

plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long period of 8 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under : —

"Law does not prescribe any time limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

In the instant case reference has been made after a delay of long 8 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone.

Pension as a retiral benefit was extended to the Bank's Employees under certain terms and conditions and employee may opt for Pension. He may opt for the other benefits. He is entitled to just as PF. The workman has availed himself all the other retiral benefits just as PF etc. He cannot opt for both the benefits. In case the workman was sure that he has opted for pension, he should not have availed the other retiral benefits just as PF etc. He cannot do both the things at a time i.e. to receive the retiral benefits arising out of non-option of the pension and scheme for pension after obtaining all the retiral benefits.

It is quite obvious from the rejoinder as well that the workman has not denied that he has not obtained the other retiral benefits meant for those employees who did not opt for pension.

The workman retired on 30-06-1997 and he received the other retiral benefits and has got all the accounts settled. Both the retiral benefits cannot be given to him. He has taken the retiral benefits for non-option of the pension scheme. So his case for pension cannot be considered. He should have refused the other retiral benefits and he should have raised the dispute in 1997 itself. He cannot be permitted to reap the retiral benefits without opting for pension and the benefit of pension.

The claim statement is not proved even ex-parte. The workman has not filed any documents to show that he opted for pension benefit within time.

In letter dated 26-12-1997 WW1-1/4, the workman has informed that he has not opted for pension scheme within time and he got entered into full and final settlement. Since the workman has finally settled his dues and he has obtained the benefit of GPF in lieu of pension benefit. He is not entitled to get any pension benefit or any relief as prayed for.

The reference is replied thus :

The action of the General Manager, Allahabad Bank, Zonal Office, 17, Parliament Street, New Delhi/Asstt. General Manager, Allahabad Bank, Regional Office, Karol Bagh, New Delhi in non-fixation of pension to Shri Mange Ram, Ex- Guard, Alipur Branch, Delhi w.e.f. 30-06-1997 instead of P.F. Scheme is just, valid and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 25-06-2007.

Let copies of the Award be sent to the Ministry of Labour, Government of India for necessary action at their end.

Date : 25-06-2007.

R. N. RAI, Presiding Officer.

नई दिल्ली, 28 जून, 2007

का.अ. 2043.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध निवेदनको और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रम न्यायालय नं. 2, नई दिल्ली को पचास (संदर्भ संख्या 46/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-2007 को प्राप्त हुआ था।

[सं. एल-12011/14/1998-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S.O. 2043.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Allahabad Bank, and their workmen which was received by the Central Government on 28-06-2007.

[No. L-12011/14/1998-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER : R. N. RAI

I.D. No. 46/1999

PRESENT

SH. R. S. SAINT — 1st PARTY

SH. RAJAT ARORA — 2nd PARTY

IN THE MATTER OF: —

All India Allahabad Bank Employees' Union,
C/o. The General Secretary,
All India Allahabad Bank Employees' Union,
Allahabad Bank, Baroda House,
New Delhi.

VERSUS

The Zonal Manager,
Allahabad Bank,
Merchant Banking Division,
17, Parliament Street,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12011/14/1996-IR(B-II) Central Government Dt. 27-1-1999 has referred the following point for adjudication.

The point runs as hereunder:—

"Whether the action of the management of Allahabad Bank amounts to violation of the rules contained in Chapter—V of BPS dated 22-4-1989 regarding promotion of subordinate staff cadre to Clerical Cadre? If so, to what relief the concerned workmen are entitled?"

The workman applicant have filed claim statement. In the claim statement it has been stated that the General Secretary of the above said association has represented to the Bank for implementing the Rules of Promotional, 1989, Chapter—V (i) (ii) (iii) by promoting sub-staff to clerical cadre every year ending 31st March.

That the Bank's management did not promote any employee by direct promotion without test in the year 1993-94, 1994-95, 1995-96, 1996-97 & 1997-98 in spite of the agreement to this effect cited in Rules of Promotion, 1989 and violated the said settlement and harmed the interest of the employees, namely Mabender Singh of Paschim Vibur Branch and others arbitrarily, illegally without justification.

That in spite of many reminders to the Bank time and again, they failed to fulfill the said agreement by promoting sub-staff to clerical cadre year-wise ending 31st March by direct promotion without test.

That the Bank management has been adopting unfair labour practices and forcing the employees to face exploitation due to their high handedness and denying their legitimate rights of direct promotion to clerical cadre year-wise, by violating the Rules of Promotion, 1989 thus, blocking their future career and allied benefits, arbitrarily, illegally without any justification.

That the bank malafidely with ulterior motive did not effect promotion of sub staff to clerical cadre year-wise for the above mentioned period on direct basis and denial applicability of principles of natural justice, constitutional rights and law of the land.

That the management has also violated the provisions of ID Act, 1947 by not implementing the Rules of Promotion, 1989, Chapter—V unconstitutionally and in arbitrary fashion.

That the employees have been deprived their promotion without any reasons and basis illegally, arbitrarily and whimsically.

That the said act of the management is otherwise also bad in law. The employees have been representing themselves and through the association for their grievances of not getting promotion from the date they became eligible as per the Rules of Promotion, 1989, but were denied their legitimate claim of promotion to clerical cadre.

That not giving effect to the promotion of employees as per the Promotional Rules, 1989, the impugned action of the management is highly disproportionate imposed such a capital punishment or denying them promotion as per Rules of Promotion, which tantamounts to unfair labour practice in terms of provisions of the ID Act, 1947, as well as illegal, invalid and arbitrary without any justification.

That the action of the management warrants appropriate action under the ID Act, 1947 for violation of the settlement 1989 for provisions.

The management has filed written statement. In the written statement it has been stated that the All India Allahabad Bank Employees' Association (NCBE) has no locus standi to file the claim as the management has been deciding the bank level service conditions of Award Staff exclusively with the All India Allahabad Bank Employees' Co-ordination Committee being majority recognized union, by arriving MOS in terms of ID Act, 1947 which is legally binding and the members of AIABEA is also enjoying the same. The All India Allahabad Bank Employees' Association (NCBE) has no right to raise any "Industrial Dispute" qua the employees of Allahabad Bank in the matter of the service conditions of Award Staff having a very few membership strength and their members are also accepting the same terms of settlement.

That the management of Allahabad Bank has not violated the settlement dated 22-4-1989 and its subsequent amendments and has been promoting the subordinate staff cadre to clerical cadre in accordance with the rules enunciated in the settlement dated 22-1-1989 on the basis of vacancies identified in the Manpower Planning. The action of the management is therefore, legal, justified and in accordance with the rules. The promotion from subordinate to clerical cadre without test channel is initiated on the basis of statewide vacancies in clerical cadre. Those

subordinate staff members who fulfill the eligibility criteria as on the date of eligibility are considered for promotion in accordance with the provisions of memorandum of settlement dated 22-4-1989 and its subsequent amendments subject to there being vacancy which is a legally valid settlement under the ID Act, 1947. During the year 1993-94 to 1999-2000 promotions without test process, on the basis of statewide vacancies. Hence the management has effected the promotions in accordance with Chapter—V of the BPS dated 22-4-1989 regarding promotions of subordinate staff to clerical cadre. Chapter—V of the settlement dated 22-04-1989 reproduced herein below :—

That the claimants have not given any date of representation allegedly made to the bank and therefore the same cannot be commented upon. However, it is submitted that the memorandum of settlement dated 22-04-1989 have been implemented and are being implemented by the management.

That the management promoted the employees in accordance with the Rules of Promotion contained in the aforesaid MOS and were implemented in totality no prejudice has been caused to any employee. The case of Shri Mahender Singh was considered by the management bank. However, only one vacancy in the General Category was identified in the year 1999 in Delhi in promotion channel, without test, therefore, the Sr. Candidate, namely Smt. Sarlesh Devi was promoted, in accordance with the criteria laid down for assessing eligibility in the memorandum of settlement dated 22-4-1989.

That the claimants have no locus standi to raise such vague submission. However, it is submitted that the eligible sub-staff is promoted to the clerical cadre in accordance with the rules of promotion applicable to them subject to there being vacancy.

That no unfair labour practice is practised by the management. The Rules of Promotion contained in MOS dated 22-4-1989 were implemented in totality and therefore no prejudice has been caused to any employee.

That the management bank has effected promotions of sub staff to clerical cadre in accordance with the Rules of Promotion applicable to the employees. The principles of natural justice in effecting the promotions in accordance with the promotion rules contained in the MOS dated 22-4-1989 were fully followed.

That the management has not violated any provisions of the ID Act, 1947 and provisions have been effectuated in accordance with the Rules of Promotions contained in the MOS dated 22-4-1989.

That the eligible employees have been duly promoted in accordance with the Rules of Promotion contained in MOS dated 22-4-1989.

That the action of the management in promoting the employees in accordance with the Rules of Promotion of the claimants that the alleged employees had represented themselves is vague and therefore cannot be commented

upon. The eligible candidates were promoted from subordinate staff cadre to clerical cadre in accordance with the Rules of Promotion applicable to them.

The Rules of Promotion have duly been implemented by the management and the same is therefore legal and justified. No unfair labour practice has been practised by the management.

That the management has effected the promotions of the subordinate staff cadre to clerical cadre in accordance with the Rules of Promotion applicable to the employees and the same is therefore legal and justified.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that the Bank's management did not promote any employee by direct promotion without test in the year 1993-94, 1994-95, 1995-96, 1996-97 & 1997-98 in spite of the agreement to this effect cited in Rules of Promotion, 1989 and violated the said settlement and harmed the interest of the employees, namely Mahender Singh of Paschim Vihar Branch and others arbitrarily, illegally without justification.

It was further submitted that the Bank management has been adopting unfair labour practices and forcing the employees to face exploitation due to their high handedness and denying their legitimate rights of direct promotion to clerical cadre years wise, by violating the Rules of Promotion, 1989 thus, blocking their future career and allied benefits, arbitrarily, illegally without any justification.

It was further submitted that the bank mala fide with ulterior motive did not effect promotion of sub-staff to clerical cadre year-wise for the above mentioned period on direct basis and denied applicability of principles of natural justice, constitutional rights and law of the land.

It was submitted from the side of the management that the All India Allahabad Bank Employees' Association (NCBE) has no locus standi to file the claim as the management has been deciding the bank level service conditions of Award Staff exclusively with the All India Allahabad Bank Employees' Coordination Committee being majority recognized union by arriving MOS in terms of ID Act, 1947 which is legally binding and the members of AIBFA is also enjoying the same. The All India Allahabad Bank Employees' Association (NCBE) has no right to raise any "Industrial Dispute" qua the employees of Allahabad Bank in the matter of the service conditions of Award Staff having a very few membership strength and their members are also accepting the same terms of settlement.

It was further submitted that the action of the management is therefore, legal, justified and in accordance with the rules. The promotion from subordinate to clerical cadre without test channel is initiated on the basis of statewide vacancies in clerical cadre. Those subordinate staff members who fulfill the eligibility criteria as on the date of eligibility are considered for promotion in accordance with the provisions of memorandum of settlement dated 22-04-1989 and its subsequent amendments subject to there being vacancy which is a legally valid settlement under the ID Act, 1947. During the year 1993-94 to 1999-2000 promotions without test process, on the basis of statewide vacancies.

It was further submitted that the case of Shri Mahender Singh was considered by the management bank. However, only one vacancy in the General Category was identified in the year 1999 in Delhi in promotion channel, without test, therefore, the Sr. Candidate, namely Smt. Sarlesh Devi was promoted, in accordance with the criteria laid down for assessing eligibility in the memorandum of settlement dated 22-04-1989.

So far as the dispute regarding espousal is concerned, any registered union can espouse the case of a workman. It need not be considered whether the union is recognized union of his department.

It is admitted that the present union has very few membership strength and their members are also accepting the same terms of settlement. The union which has raised this industrial dispute is a registered union. Even co-workmen or a group of workmen may raise industrial dispute. I find no substance in this argument.

From perusal of MEX-I it appears that promotions have been made from subordinate staff to the clerical cadre with or without test since 1993. The candidates at St. Nus. 1 to 3, 10 to 18 and 24 & 29 have been promoted without any test. Thus, the management has been making promotions in compliance of Chapter-V of the settlement dated 22-04-1989. There appears to be no substance in the argument of the workmen.

The case of Shri Mahinder Singh has been cited in the claim statement. He has himself given a letter to the bank that he does not have any grievance against the bank, so there is no employee who is aggrieved by violation of Chapter-VI of the settlement dated 22-04-1989. The management has been making promotions as per Chapter-V of the settlement MEX-I dated 22-04-1989. No employee is aggrieved. The list filed sufficiently establishes this fact.

The reference is replied thus:

The action of the management of Allahabad Bank does not amount to violation of the rules contained in Chapter-V of BPS dated 22-04-1989 regarding promotion of subordinate staff cadre to Clerical Cadre. The workmen applicants are not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 26-06-2007.

Let copies of the Award be sent to the Ministry of Labour, Government of India for necessary action at their end.

Date: 26-06-2007.

R. N. RAI, Presiding Officer.

नई दिल्ली, 28 जून, 2007

का.आ. 2044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अन्वय में केन्द्रीय सरकार बोम्बे मरकन्टाइल को, ऑप. बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई को पंसाट (संदर्भ संख्या 06/2006) को प्रकाशित करते हैं, जो केन्द्रीय सरकार को 28-06-2007 को प्राप्त हुआ था।

[सं. एल-12012/244/2005-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S.O. 2044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2006) of the Central Government Industrial Tribunal-I, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Bombay Mercantile Co-op. Bank and their workmen received by the Central Government on 28-06-2007.

[No. L-12012/244/2005-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I MUMBAI PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-06 of 2006

Parties : Employers in relation to the management of
Bombay Mercantile Co-op. Bank Ltd.

And

Their workmen

Appearances

For the Management	: Mr. P.V. Paul, and Mr. Kane
For the workman	: Ms. Seema Singh, Adv. Workman present in person.
State	: Maharashtra

Mumbai, dated the 8th day of June, 2007

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi., order No. L-12012/244/2005 IR (B-I) dated 16-3-2006. The terms of reference given in the schedule are as follows :

"Whether the action of the management of Bombay Mercantile Cooperative Bank Ltd., Mumbai in dismissing the services of Shri Salman Haider Rizvi w.e.f. 21-2-2005 is justified? If not, what relief Shri Salman Haider Rizvi is entitled to?"

2. The parties have filed the statement of claim and written statement. The parties entered into evidence. During the pendency of the matter, the employer, Bombay Mercantile Co-operative Bank Ltd. moved an application for amendment for raising the plea of jurisdiction. This amendment application was rejected vide order dt. 11-1-2007. This was challenged by the Employer before the Honourable High Court of Bombay vide writ petition No. 650 of 2007. The Honourable High Court of Bombay allowed the writ petition, set aside the order of the Tribunal for refusing the amendment and finally allowed the amendment vide order dt. 17-4-2007. Accordingly, the Employer moved for amendment and also made a prayer to reject the reference in view of the judgement of the Honourable Supreme Court of India reported in 2007 II CLR 160 in between Bharat Co-op Bank Ltd. Vs. Co-operative Bank Employees Union. The request is opposed by the learned counsel for the workman.

3. The Honourable Supreme Court (2007 II CLR 160) has ruled—*"The Court has no hesitation in upholding the view taken by the High Court that for the purpose of deciding as to which is the 'appropriate government' within the meaning of Section 2(a) of the I.D. Act, the definition of the 'Banking Company' will have to be read as it existed on the date of insertion of Section 2(bb) and so read, the 'appropriate government' in relation to a multi-state co-operative bank, carrying on business in more than one state, would be the State Government."*

4. In this back ground, the appropriate government in relation to multi state Co-operative Bank carrying on business in more than one State is held to be State Government and not the Central Government. That being so, the reference made by the Central Government to this Tribunal becomes bad and the Tribunal ceases to have jurisdiction to decide the reference. The argument of the learned counsel for the workman that matter as a whole may be decided on merits including the point of jurisdiction does not appear to be acceptable on the face of it for the reason any opinion on the merit of the case would be without jurisdiction when the Tribunal ceases to have the jurisdiction to entertain the reference.

5. In view of what has been stated above, the reference is liable to be rejected. The parties are at liberty to approach the appropriate government for making proper reference, if any.

6. The reference is accordingly dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 28 जून, 2007

क्र.अ. 2045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या 12(सी)/2005] को प्रकाशित करती है, जो केन्द्रीय सरकार की 28-06-2007 को प्राप्त हुआ था।

[सं एल-12011/55/2005-अवकाश(बी-1)]

राजिन्द कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S. O. 2045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12(C)/2005) of the Industrial Tribunal, Patna (Bihar) as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 28-06-2007.

[No. L-12011/55/2005-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 12 (C) of 2005.

Between the management of Bank of India, Patna Zone, Chanakya Palace, R. Block, Patna, Bihar and their workman Shri Uma Shankar Dwivedi, represented by the General Secretary, Bank of India Staff Association, C/o Labour Front Press, Dubey Niwas, New Yarpur Road, Patna, Bihar.

For the Management : Shri Vikram Sinha, Manager (IR) Bank of India.

For the Workman : Shri Tej Narain Dubey, General Secretary, Bank of India Staff Association, Patna.

Present : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 21st June, 2007

By adjudication Order No. L-12011/55/2005-IR (B-II) dated the 30th August, 2005 the Government of India, Ministry of Labour, New Delhi has referred under Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) the dispute between the management of Bank of India, Patna Zone, Chanakya Palace, R-Block, Patna and their workman Uma Shankar Dwivedi represented by the General Secretary, Bank of India Staff Association, C/o. Labour Front Press, 'Dubey Niwas', New Yarpur Road, Patna for adjudication to this Tribunal on the following :

"Whether the action of the management of Bank of India Zonal Office, Patna Zone, (Bihar) in punishing the workman Shri U.S. Dwivedi without conducting domestic enquiry legal and/or justified? If not, then, whether the punishment of deduction of wages of the above workman is proportionate to the misconduct committed? If not to what relief the workman is entitled to?"

2. The parties appeared on notice and filed their respective written statements. The contention of the workman is that he (Shri U.S. Dwivedi) was posted as a Cash-cum-Accounts Clerk in Baidrabad branch of the Bank of India in Arwal district of Bihar. On 13-12-2004 he came to duty half an hour late and hence he was not taken on duty on that day. On 14-12-2004 he absented from duty. He applied for casual leave for both the days but the management arbitrarily refused to grant casual leave. Again he (Shri Dwivedi) could not turn up on duty on 22-12-2004. The management refused to grant casual leave to him for that date also. According to the workman there is a provision for the grant of casual leave under clause 13.23 of the Bipartite Settlement which is in force from 1966 yet the management of Bank of India refused to grant casual leave to him which is wholly arbitrary and discriminatory. The management did not pay the wages of said three days to the workman. According to the workman the management of Bank of India be directed to refund the wages of the said three days to him.

3. According to the management the terms of reference is misconceived, it is because of the fact that the wage cut on account of unauthorised absence is based on 'no work no pay', it is not a punishment. Hence the question of conducting domestic enquiry does not arise. It was unauthorised absence because the workman had neither obtained prior permission nor had intimated the management. The competent authority declined to grant the leave of absence for which deduction in wages was effected. According to the management it is a well settled principle that leave is not a matter of right and the leave must be sanctioned by the competent authority otherwise it shall be treated as unauthorised absence. Further, according to the management a notice intimating non-payment of wages for unauthorised absence from duty was also sent by the management to the workman on

16-12-2004 but the workman declined to receive the same which simply shows that the workman had no explanations to offer. Further, according to the management Shri U.S. Dwivedi is a habitual late comer and also in the habit of remaining absent without prior permission or intimation. The allegation of discrimination or unfair labour practice levelled against the management is false and baseless. According to the management the workman of this case is not entitled to the relief claimed for.

4. Upon the pleadings of the parties and the terms of reference the following points arise out for decision :

- (i) Whether the action of the management of Bank of India, Patna Zonal Office in punishing the workman Shri U.S. Dwivedi without conducting domestic enquiry is legal and justified?
- (ii) Whether the punishment of deduction of wages of the workman is proportionate to the misconduct committed?
- (iii) To what relief the workman is entitled?

FINDINGS

Point No. (i) :

5. The workman Uma Shankar Dwivedi (W.W. 1) has come to dock in support of his case and has got certain documents exhibited in evidence. None has been examined on behalf of the management. The workman (W.W. 1) has supported that on 13-12-2004 due to sudden defect occurred in his Motor Cycle he reached on duty half an hour late. He was not allowed to join his duty and he returned. On the next date 14-12-2004 due to some urgent work he could not come to duty and he intimated the Branch Manager on phone. The management has not denied or challenged the same. On 15-12-2004 he came to Office but on the orders of the Branch Manager remained engaged in work and could not give application for casual leave. On 16-12-2004 he filed an application for casual leave. On 22-12-2004 he could not come to duty due to certain urgent works and a petition for casual leave was submitted by him on 23-12-2004. At the end of the month the workman knew that his applications for casual leave were rejected and his wages for 13-12-2004, 14-12-2004 and 22-12-2004 were cut. I may mention here that the management has not refuted the said statement of the workman.

6. Both parties have referred to clause 13.23 of Bipartite Settlement (Photo copy Ext. W/2) which reads as follows :

"Casual leave shall be non-cumulative except as provided in clause 13.33 under sick leave. Ordinarily the previous permission of the sanctioning authority shall be obtained before taking such leave. When this is not possible the said authority shall be informed as soon as practicable in writing or if writing is not possible orally or through any persons of the employee's absence from work, reason thereof and of the probable duration of such absence. In

any event a written application shall be submitted to such authority latest on the day the employee resumes duty. In no case will an employee take casual leave on frivolous grounds".

The workman has referred to the said clause in the context that there is a provision for casual leave and his applications for casual leave were rejected by the authority arbitrarily and discriminately. As against that the management contends that one can not claim casual leave as a matter of right. It must be sanctioned by the competent authority and the competent authority has the discretion to allow or not to allow the leave. There can be no dispute on the point that it is the competent authority who is to grant or refuse the prayer of casual leave at his discretion but the discretion must be exercised with reason and without any discrimination and the discretion should not be exercised arbitrarily.

7. Now the question arises as to whether the cut/deduction in wages of workman Shri U.S. Dwivedi is by way of punishment as referred to in the terms of reference or it is simple 'no work no pay' as contended by the management? The workman has got the photo copy of his leave applications dated 16-12-2004 and 23-12-2004 exhibited as Ext. W and W/1. The endorsement of the competent authority on leave application dated 16-12-2004 is as follows:

"In view of the previous records of absence and coming late the leave applied for on 16-12-2004 can not be considered and hence leave for the period 13-12-2004 and 14-12-2004 denied and application kept on record noting the same in attendance register."

The endorsement of the competent authority on the application dated 23-12-2004 is as follows:

"Shri U.S. Dwivedi is not adhering to follow the rules of leave. Hence his leave application dated 23-12-2004 for his absence on 22-12-2004 can not be granted. He will be advised in this regard for his unauthorised absence on 22-12-2004."

From perusal of the above two endorsements it is crystal clear that it is not the rejection/refusal simpliciter it is with allegation, the allegation as disclosed from the said endorsement more from the contention of the management that Shri U. S. Dwivedi is a habitual late-comer and also in the habit of remaining absent without prior permission or intimation. Since the rejection of the application of casual leave was with allegation meaning thereby due to alleged misconduct of the workman, it necessarily required domestic enquiry. The principle of 'no work no pay' relied on by the management shall not be applicable in the case of this workman. I am tempted to add here that the workman has filed the extract of Disciplinary Action (Ext. W/3) according to which 'habitual' meaning a course of action taken on persuaded in, notwithstanding that at least on three

previous occasions censure or warning have been administered or an adverse remark has been entered against him.

8. Thus from the above discussions it is apparent that the management of Bank of India rejected the leave applications of the workman with allegation and thereby effected cut in his wages which was nothing but inflicting punishment without holding domestic enquiry against the workman. Under the circumstances I find and hold that the action of the management of Bank of India, Patna Zonal Office in punishing the workman Shri U.S. Dwivedi without conducting domestic enquiry is neither legal nor justified. This point is decided accordingly.

Point No. (ii):

9. From the above discussions it is clear that no domestic enquiry was held by the management and without holding domestic enquiry three days wages of the workman was deducted meaning thereby without establishing misconduct the punishment of cut in wages was affected by the management. Under the circumstances the question of proportion of punishment with misconduct does not arise, it was a punishment without any misconduct established. This point is accordingly decided.

Point No. (iii):

10. Keeping in view the discussions made above and the findings arrived at I find and hold that the workman is entitled to the payment of three days wages illegally deducted from his wages of December, 2004. This point is accordingly decided.

11. Under the circumstances discussed above I find and hold that the action of the management of Bank of India, Zonal Office, Patna in punishing the workman Shri U.S. Dwivedi without conducting domestic enquiry is neither legal nor justified. Since the infliction of punishment on the workman was illegal and unjustified the question of judging the proportion of punishment with misconduct does not arise. I find and hold that the workman Shri. U.S. Dwivedi is entitled to the payment of three days wages which was illegally deducted from his wages. The management of Bank of India, Patna Zonal Office is hereby directed to make payment of three days wages to Shri U.S. Dwivedi within two months from the date of publication of this Award.

12. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 28 जून, 2007

प्र.क्र. 2046.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/अथ

न्यायालय पदवी के पंचाट (संदर्भ संख्या 1(सी)/2006 को प्रकाशित करती है, जो किन्द्रीय सरकार को 28-06-2007 को प्राप्त हुआ था।

[सं. एल-12011/55/2005-आईआर(बी-1)]

राजिन्द कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2006

S. O. 2046.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1 (CY2006) of the Industrial Tribunal, Patna (Bihar) as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 28-06-2007.

[No. L-12011/55/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAMBHAWAN, BAILEY ROAD, PATNA.

Misc. Case No. 1 (C) of 2006

Shri U.S. Dwivedi. : Complainant.

Versus

Management of Bank of India, : Opposite Party,
Patna Zone.

For the Complainant : Shri Tej Narain Debey,
General Secretary, Bank of
India Staff Association,
Patna.

For the Opp. Party : None.

Present : Vasudeo Ram, Presiding
Officer, Industrial Tribunal,
Patna.

AWARD

Patna, dated the 21st June, 2007

This complaint petition under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has been filed on behalf of the workman during the pendency of Reference Case No. 12(C) of 2005 against his transfer by the management from Baidrabad Branch in Arwal District to Dehri-on-Sone Branch in Rohas District in contravention of the provisions of Section 33 of the Act.

2. The contention of the complainant is that an industrial dispute regarding adopting unfair labour practice by the management of Bank of India, Patna Zone against Shri U.S. Dwivedi, Staff Clerk of Baidrabad branch of the Bank of India was referred to Industrial Tribunal, Patna

being reference Case No. 12(C) of 2005 for adjudication on the point:

"Whether the action of the management of Bank of India, Zonal Office Patna Zone (Bihar) in punishing the workman Shri U.S. Dwivedi without conducting domestic enquiry is legal and/or justified? If not, then whether the punishment of deduction of wages of the above workman is proportionate to the misconduct committed? If not to what relief the workman is entitled?"

The complainant-workman filed written statement before the Industrial Tribunal in Reference Case No. 12(C) of 2005 on 27-12-2005. The management of Bank of India, Zonal Office, Patna Zone transferred the workman on 7-3-2006 to its Dehri-on-Sone Branch in Rohas District. According to the workman complainant transfer is part and parcel of service condition of Bank Employees in Banking industry as per para 500 of the Shushtry Award. According to the workman-complainant as per the provisions laid down under Section 33 of the Act no employer shall in regard to any matter connected with the dispute, after to the prejudice of the workman concerned in such dispute, the service conditions applicable to them before the commencement of such proceeding. According to the workman Complainant by effecting his transfer immediately before commencement of the proceeding the Opp. Party has been guilty of contravention of the provisions of Section 33 of the Act. It has been prayed that appropriate order, under the circumstances be passed.

3. The Opp. Party management appeared on notice and filed Show Cause but thereafter left taking steps and hence the case has been heard *ex parte*.

4. The point for consideration is as to whether the opp. party-management of Bank of India, Patna Zone has been guilty of contravention of the provisions laid down under Section 33 of the Industrial Disputes Act. If so, what action if any, needs to be taken?

FINDINGS

5. The workman Utna Shankar Dwivedi has examined himself in support of his case. He has supported that his three days wages was illegally deducted by the management for which an Industrial Dispute was raised, which was referred to this Tribunal for decision. He filed written statement on 27-12-2005. During the pendency of the dispute he was transferred from Baidrabad to Dehri-on-Sone branch. Section 33 of the Act reads as follows:—

Condition of service, etc. to remain unchanged under certain circumstances during pendency of proceeding (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before (an arbitrator or) a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, an employer shall—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workman concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

According to the said Section it is clear that no alteration in the service conditions applicable to the workman can be made with regard to the matter connected with the dispute to the prejudice of the workman concerned. There can be no dispute on the point that transfer is a service condition. The industrial dispute and the Reference Case of the workman-complainant was pending with regard to his three days wage deduction. Within no stretch of imagination transfer of the workman from one branch to another can be said to be the matter connected with the said dispute pending adjudication. Under the circumstances I find that by effecting transfer of the workman from Baidrabad to Dehri-on-Sone branch the opp. party management has not committed breach of the provisions of Section 33 of the Act.

6. In the result I find and hold that the opp. party management of Bank of India, Patna Zone by effecting transfer of workman Shri U. S. Dwivedi from Baidrabad branch to Dehri-on-Sone branch has not contravened the provisions laid down under Section 33 of the Act and under the circumstances no action is required to be taken against the opp. party-management.

7. And this is my Award.

Dictated & corrected by me.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 28 जून, 2007

क्र.अ. 2047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बोम्बे सरकारद्वारा को.ऑप. बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई के पंचाट (संदर्भ संख्या 22/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-06-2007 को प्राप्त हुआ था।

[सं. एल-12011/9/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S.O. 2047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.

No. 22/2005) of the Central Government Industrial Tribunal-com-Labour Court-1, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Bombay Merchantile Co-op. Bank and their workmen, received by the Central Government on 28-06-2007.

[No.L-12011/9/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1
MUMBAI
PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-22 of 2005

Parties : Employers in relation to the management of
Bombay Merchantile Co-op. Bank Ltd.

AND

Their workmen.

APPEARANCES

For the Management : Mr. P.V. Patil and Mr. Kane

For the Workman : Absent

State : Maharashtra

Mumbai, dated the 8th day of June, 2007

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi, order No. L-12011/9/2004-IR (B-I) dated 13-5-2004. The terms of reference given in the schedule are as follows :—

"Whether the action of the management of Bombay Merchantile Cooperative Bank Ltd., Mumbai in terminating the services of Shri Nisar Shaikh, Mileen Vasudeo, Abbas Parkar and Bashir Firfiray w.e.f. 25-4-2003 is justified? If not, what relief Shri Nisar Shaikh, Mileen Vasudeo, Abbas Parkar and Bashir Firfiray is entitled to?"

2. The parties have filed statement of claim and written statement. The parties entered into evidence. During the pendency of the matter, the employer, Bombay Merchantile Co-operative Bank Ltd. moved an application for amendment for raising the plea of jurisdiction. This amendment application was rejected vide Order dt. 11-1-2007. This was challenged by the Employer before the Honourable High Court of Bombay vide writ petition No. 650 of 2007. The Honourable High Court of Bombay allowed

the writ petition, set aside the order of the Tribunal for refusing the amendment and finally allowed the amendment vide order dt. 17-4-2007. Accordingly, the Employer moved for amendment and also made a prayer to reject the reference in view of the judgement of the Honourable Supreme Court of India reported in 2007 II CLR 160 in between Bharat Co-op. Bank Ltd. vs. Co-operative Bank Employees Union. The request is opposed by the learned counsel for the workman.

3. The Honourable Supreme Court (2007 II CLR 160) has ruled—*"The Court has no hesitation in upholding the view taken by the High Court that for the purpose of deciding as to which is the 'appropriate government' within the meaning of Section 2(a) of the I.D. Act, the definition of the 'Banking Company' will have to be read as it existed on the date of insertion of Section 2(bb) and so read, the 'appropriate government' in relation to a multi-state co-operative bank, carrying on business in more than one state, would be the State Government."*

4. In this back ground, the appropriate government in relation to multi state Co-operative Bank carrying on business in more than one State is held to be State Government and not the Central Government. That being so, the reference made by the Central Government to this Tribunal becomes bad and the Tribunal ceases to have jurisdiction to decide the reference. The argument of the learned counsel for the workman that matter as a whole may be decided on merits including the point of jurisdiction does not appears to be acceptable on the face of it for the reason any opinion on the merits of the case would be without jurisdiction when the Tribunal ceases to have the jurisdiction to entertain the reference.

5. In view of what has been stated above, the reference is liable to be rejected. The parties are at liberty to approach the appropriate government for making proper reference, if any.

The reference is accordingly dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 28 जून, 2007

सं.आ. 2048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बोम्बे मरकन्टाइल को-ऑप. बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई के पंचद (संदर्भ संख्या 50/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-06-2007 को प्राप्त हुआ था।

[सं. एन. 12012/168/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S.O. 2048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 50/2006) of the Central Government Industrial Tribunal-cum-Labour Court-1, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Bombay Mercantile Co-op. Bank and their workmen, received by the Central Government on 28-06-2007.

[No. L-12012/168/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1

MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-50 of 2006

Parties : Employers in relation to the management of
Bombay Mercantile Co-op. Bank Ltd.

AND

Their workmen.

APPEARANCES

For the Management : Mr. P. V. Patil, and Mr. Kase

For the workman : Absent

State : Maharashtra

Mumbai, dated the 08th day of June, 2007

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi, Order No. L-12012/168/2004-IR (B-I) dated 08-4-2006. The terms of reference given in the schedule are as follows :

"Whether the action of the management of Bombay Mercantile Cooperative Bank Ltd., Mumbai in terminating the services of Shri Makhbul Husain Vakil w.o.f. 25-4-2003 is justified? If not, what relief Shri Makhbul Husain Vakil is entitled to?"

2. The matter came up for hearing today along with other similar cases No. CGIT 6 of 2006, 34 of 2004 and 22 of 2005.

3. The Honourable Supreme Court (2007 II CLR 160) has ruled—*"The Court has no hesitation in upholding the view taken by the High Court that for the purpose of deciding as to which is the 'appropriate government' within the meaning of Section 2(a) of the I.D. Act, the definition of the 'Banking Company' will have to be read as it existed on the date of insertion of Section 2(bb) and so read, the 'appropriate government' in relation to a multi-state co-operative bank, carrying on business*

in more than one state, would be the State Government."

4. In view of the judgement of the Supreme Court (supra) the Tribunal ceases to have jurisdiction to decide the reference which has become bad in view of the fact that the appropriate government for making reference is the State Government and not the Central Government.
5. Hence the reference is liable to be rejected and the parties are at liberty to approach the appropriate government for making proper reference, if any.
6. The reference is accordingly dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 28 जून, 2007

का.म. 2049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बोम्बे मरकान्टाइल को-ऑप. बैंक के प्रबंधकों को संबद्ध निबंधकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं-1, मुम्बई के पंचट (संदर्भ संख्या 34/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-06-2007 को प्राप्त हुआ था।

[सं. एल-12012/47/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th June, 2007

S.O. 2049.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Mumbai as shown in the Annexure in the Industrial Dispute between the the management of Bombay Mercantile Co. op. Bank and their workmen, received by the Central Government on 28-06-2007.

[No. L-12012/47/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, MUMBAI

PRESENT

Justice Ghanashyam Dass, Presiding Officer

Reference No. CGIT-34 of 2004

Parties : Employers in relation to the management of
Bombay Mercantile Co-op. Bank Ltd.

AND

Their workman

APPEARANCES

For the Management : Mr. P. V. Patil, and Mr. Kane

For the workman : Workman present in person.

State : Maharashtra

Mumbai, dated the 8th day of June, 2007

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi, Order No. L-12012/47/2004-IR(B-I) dated 8-4-2006. The terms of reference given in the schedule are as follows.

"Whether the action of the management of Bombay Mercantile Co-operative Bank Ltd., Mumbai in terminating the services of Shri Sayed Mahir Husain w.e.f. 21-6-2003 is justified? If not, what relief Shri Sayed Mahir Husain is entitled to?"

2. The Parties have filed the statement of claim and written statement. The parties entered into evidence. During the pendency of the matter, the employer, Bombay Mercantile Co-operative Bank Ltd., moved an application for amendment for raising the plea of jurisdiction. This amendment application was rejected vide order dt. 11-1-2007. This was challenged by the Employer before the Honourable High Court of Bombay vide Writ Petition No. 650 of 2007. The Honourable High Court of Bombay allowed the writ petition, set aside the order of the Tribunal for refusing the amendment and finally allowed the amendment vide order dt. 17-4-2007. Accordingly, the Employer moved for amendment and also made a prayer to reject the reference in view of the judgement of the Honourable Supreme Court of India reported in 2007 II CLR 160 in between Bharat Co-op. Bank Ltd. Vs. Co-operative Bank Employees Union. The request is opposed by the learned counsel for the workman.

3. The Honourable Supreme Court (2207 II CLR 160) has ruled—"The Court has no hesitation in upholding the view taken by the High Court that for the purpose of deciding as to which is the "appropriate Government" within the meaning of Section 2(a) of the the I.D. Act, the definition of the "Banking Company" will have to be read as it existed on the date of insertion of Section 2 (bb) and so read, the "appropriate Government" in relation to a multi-state Co-operative Bank, carrying on business in more than one state, would be the State Government."

4. In this back ground, the appropriate Government in relation to multi-state Co-operative Bank carrying on business in more than one State is held to be State Government and not the Central Government. That being so, the reference made by the Central Government to this Tribunal becomes bad and the Tribunal ceases to have jurisdiction to decide the reference. The argument of the learned counsel for the workman that matter as whole may be decided on merits including the point of jurisdiction does not appears to be acceptable on the face of it for the reason any opinion on the merits of the case would be without jurisdiction when the Tribunal ceases to have the jurisdiction to entertain the reference.

5. In view of what has been stated above, the reference is liable to be rejected. The parties are at liberty to approach the appropriate Government for making proper reference, if any.

6. The reference is accordingly dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 29 जून, 2007

का.अ. 2050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडस्ट्रियल गार्ड्स सर्विसेस प्राइवेट लिमिटेड के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-1, मुम्बई के पंचाट (संदर्भ संख्या डीजीआईटी-64/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-06-2007 को प्राप्त हुआ था।

[सं. एल-30011/33/2003-आई आर (एम)]

एन. एस. बोरा, डेस्क ऑफिसर

New Delhi, the 29th June, 2007

S.O. 2050.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-64/2004) of the Central Government Industrial Tribunal/Labour Court No. I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Industrial Guards Services Pvt. Ltd. and their workman, which was received by the Central Government on 29-06-2007.

[No. L-30011/33/2003-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-64 of 2004

Parties: Employers in relation to the management of
Industrial Guards Services Pvt. Ltd.

AND

Their workman

APPEARANCES

For the Management : Mr. Srinam Patil, Adv.

For the Union : Mr. Swamy

State : Maharashtra

Mumbai dated the 5th day of June, 2007

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi, Order No. L-30011/33/2003-IR(M)

dated 7-7-2004. The terms of reference given in the schedule are as follows.

"Whether the demands at Sr. Nos. (2), (3), (6), (87), & 10 raised by the Union in their strike notice dated 21-6-2003 against the management of ONGC Ltd. and their contractors, are legal, proper and justified? If not, in what relief the concerned workmen are entitled and from which date?"

2. Despite the fact that the reference is pending before this Tribunal since 23-7-2004, i.e. for the last about three years, the Transport and Dock Workers Union, Mumbai has not been able to file statement of claim. The Union had been granted so many opportunities to file the statement of claim but it failed to file the same. Lastly, the application dt. 31-5-2007 was moved whereby a vague request was made to the effect that the papers are in the custody of Personal Assistant of Asstt. Labour Commissioner, Mumbai who is on leave and as soon as he resumes duty, the applicant will get the papers and file the statement of claim. This application was rejected vide detailed order of the even date. The fact remains that there is no statement of claim and the reference is liable to be dismissed for non-prosecution.

The reference is accordingly dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 29 जून, 2007

का.अ. 2051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, गोदावरीखानी के पंचाट (संदर्भ संख्या 136/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-06-2007 को प्राप्त हुआ था।

[सं. एल-40025/1/2007-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2051.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 136/2004) of the Industrial Tribunal-cum-Labour Court Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workmen, which was received by the Central Government on 29-06-2007.

[No. L-40025/1/2007-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

PRESENT

Sri M. Shanmugam, B. Com., B. L.,
Chairman-cum-Presiding Officer

Tuesday, the 27th day of February, 2007

Industrial Dispute No. 136 of 2004**BETWEEN**

S. Rajeshwar Rao, S/o. Vishwanath Rao,
Occ: Ex-Telephone Mechanic-cum-Lineman,
R/o. Bhimini, Mdl. Bhimini,
Dist. Adilabad.Petitioner

AND

1. The Asst. Engineer,
Telephones, Bellampally, (AET Groups),
Bellampally.
2. The Sub-Divisional Telephones Office,
Bellampally.
3. The Chief General Manager,
Telecommunications,
A. P., Hyderabad.
4. The Govt. of India,
Rep. by Secretary to Govt.,
of the Ministry of Home Affairs,
Central Secretary, New Delhi.Respondents

This Industrial Dispute petition of I.D. Act coming on before me for final hearing on 19-2-2007 upon perusing all other documents on record and upon hearing arguments of Sri S. Bhagavantha Rao, Advocate for the petitioner and Sri L. Rajesham, Advocate for the respondent No. 2 and 3 having stood over for consideration till this date, the court passed the following :—

AWARD

1. The petition is filed by the petitioner praying to direct the respondent to reinstate the petitioner into service, with continuity of service and other attendant benefits including full back-wages order or orders, as the court deems fit and proper in the interest of justice by setting aside the oral order dt. 12-9-2004.

2. The averments of the petition are as follows:—

That the petitioner was appointed as Telephone Mechanic (Groups)-cum-Lineman in respondent telephone department. The petitioner was initially appointed on monthly contingent pay of Rs. 1000/- per month by respondent No. 1 orally June 1st, 2001 by the then AET called Veeriah. The petitioner's appointment is purely on temporary, as the respondent established the phone facility in Bhimini Mdl. Head Quarters on 1-6-01.

3. That the petitioner was appointed on 1-6-2001 by the 1st respondent and his appointment was orally confirmed by respondent No. 2. The petitioner discharged his duties to the fullest satisfaction of his superiors till upto the removal from service and the petitioner discharged his duties to the fullest satisfaction of his superiors from service on 12-9-2004.

4. The petitioner was not provided one month wages in lieu of notice and no notice is issued prior to his termination. The respondents completely contravened the provisions of I.D. Act.

5. That there are 80 connections of individual telephones in the village Mandal Head Quarters along with 2 STD booths. That the 1st respondent paid Rs. 1000 per month from 1-6-2001 and the respondent paid salary upto 11-9-2004. The services of the petitioner is being utilised by the respondents from 1-6-2001 to 11-9-2004 without any interruption on the same rate of salary pay.

6. That the respondent No. 1 on the advice of respondent No. 2 removed the petitioner from service on 12-9-2004 by giving employment to some third person in place of the petitioner. One Lineman Ravindra, T.M., is appointed in place of the petitioner. It is completely against in the law and facts.

7. That the petitioner asked the respondents to issue service certificate from 1-6-2001 to 11-9-2004. When the petitioner asked the respondents to issue service certificate, the respondents flatly refused to issue any such certificate. The respondent No. 1 terminated the services of the petitioner orally on 12-9-2004.

8. That the respondents utilised the services of the petitioner for three years without any red remark. The petitioner also underwent training at Bellampally. The petitioner was not issued with any charge memo, charge sheet or enquiry. The petitioner was also not paid one month's notice in lieu of pay. The respondents ignored the provision of I.D. Act, U/Sec. 25(F) of I.D. Act.

9. That this is a case of termination simpliciter but not with stigma, as the respondents utilised the services of the petitioner continuously for 3 years, thereby termination is absolutely arbitrary, illegal and against to the principles of natural justice, as it is a case of victimisation and unfair labour practice adopted by mighty respondents.

10. That the petitioner prays this court to decide the validity of domestic enquiry as a preliminary issue.

11. That the petitioner praying the court to removing the services of R-2 by orally on R-1 is absolutely false, illegal and against to the law.

12. The petitioner used to look after the lines of individual consumers of entire Bhimini village telephones customers and also Jaggayyapet and also Wadal villages and also public STD booths and the petitioner used to make clear the repairs of telephones whenever complaint is made by customers to the telephone exchange. The respondent did not give any single scrap of paper in favour of petitioner except paying salary Rs. 1000 per month. The petitioner asked the respondents to provide employment, but the respondents did not heed to the words of petitioner and also in presence of others. Thereby the cause of action arose to the petitioner to file this case before this court for the purpose of continuing employment in his original place by transferring the services of Ravindra to some other place. It is therefore, prayed that the respondents may be directed to reinstate the petitioner into service, with continuity of service and other attendant benefits including full back-wages order or orders, as the court deems fit and proper in the interest of

justice by setting aside the oral order dt. 12-9-2004, for which the petitioner shall pray.

13. The averments of the counter filed by the respondent are as follows :—

This in reply to para No. 1 of the petition submits that as on 1st June, 2001 Mr. Syed Lal is working as phone mechanic in Bheemini exchange. He is a permanent employee of the department. On enquiry with the then SDE Groups/BMP Sri Veeralah, it is found that no person was engaged on temporary basis to perform phone mechanic duties including Sri S. Rajeshwar Rao.

14. That in reply to para No. 2 of petition submits that no cadre as Asst. Engineer Telephones exists in the department at present and the petitioner even not knowing the fact that, Asst. Engineer and the Sub-Divisional Engineer Groups are called in the same designation. Hence no question arises that respondent No. 1 taken confirmation from respondent No. 2 as both the cadres are same and this shows the ignorance of the petitioner that even he don't know the cadres and hierarchy in the department, this reveals that he didn't have any knowledge of the department. Since he did not discharge any kind of duties in any capacity, there is no point of removing from discharging his duties and the undersigned in the SDE (G)-BMP as on 12-9-2004 and nothing knows about Sri Rajeshwar Rao.

15. That in reply to para No. 3 of the petition submits that when no one is working on any capacity in the organisation no question arises to pay one month wages in advance.

16. That in reply to para No. 4 of the petition it is submitted that it is true that nearly 60 connections are working in the Bheemini exchange and Sri V. Ravinder, T.M., is the incharge of Bheemini exchange at present.

That in reply to para No. 5 of the petition it is submitted that Sri V. Ravinder was appointed by the higher authorities but not by respondent No. 1 or by respondent No. 2 according to rules and regulations of the department. The official Sri Ravinder is discharging his duties under the supervision of respondent No. 1.

18. That in reply to para No. 6 of the petition, it is submitted that it is totally false that the petitioner approached the respondents. Once again it is to reiterate that the petitioner even not knowing the designation as respondent No. 1 and respondent No. 2 are the same and how he can approach the same authority separately is not known. When the appointment of petitioner is not correct and the question of termination by respondent No. 1 does not arise.

19. That in reply to para No. 7 of the petition it is submitted that the total contents stated wrong that he served for 3 years. No training conducted by any body. Only department employee will be issued with memo, charge sheet etc.

20. That in reply to para No. 8 of the petition is wrong and denied. No evidence of early records maintained and non continuous records.

21. That in reply to para No. 9 of the petition is wrong and denied. In case of any maintenance of records only for a specific nature of work and also the records if at all will be maintained yearwise April to March.

22. That in reply to para No. 10 of the petition is wrong and denied. Hence need not to reply.

23. That in reply to para No. 11 of the petition are wrong and denied. The petitioner cooked up to the story for purpose this instant petition. The General Manager is the competent authority to appoint or remove or to take disciplinary action and SDE/AET, is not the competent authority. The designation of L.M., is not supposed to be used by a private party, contrarily the petitioner named himself as L.M./Mechanic. It is therefore prayed that the court may be pleased to dismiss the petition with costs.

Heard arguments on both sides.

24. On behalf of the petitioner side MW-1 & 2 were examined and marked, Ex. W-1 on 24-3-2006, petitioner side no further evidence hence petitioner side closed, the respondent Advocate Stated, respondent side no evidence hence respondent side closed.

25. Heard arguments on both sides. Though the petitioner filed in the documents petition, the affidavit of number of parties but the same were not marked by examining the parties and not given an opportunity to the respondent to cross-examine on the affidavit.

26. Before going to the merits of the case, I would like to submit how the case was delayed. This is a petition filed U/Sec. 2-A(2) of ID Act, on 20-1-2005, respondent called absent, set-exparte on 20-4-2005, I.A. 38/2005 was allowed, setting the exparte award. Counter was filed on 12-3-2005 heard arguments on both sides.

27. The petitioner counsel argument was that the petitioner was appointed in the year 2001 with a contingent pay of Rs. 1000 per month on temporary basis. His services were terminated on 12-9-2004 without any notice and compensation. After his removal from service a regular employee was appointed in his place with one Ravinder. His appointment was contrary to the rules. To prove that the petitioner examined WW-2, Sarpanch who stated in his evidence, he know the petitioner, he was a lineman in the respondent's department from 2001 to September, 2004. He used to get Rs. 1000 per month as salary, there were 82 telephone connections in Bheemini. He is also a subscriber, he issued a certificate to the petitioner in the capacity of Sarpanch, stating that he is a lineman in that telephone department, Ex. W-1, certificate issued by him is marked. Petitioner used to attend the repair works for the telephones in the village, all the villagers used to get the service of the petitioner. After removal of the petitioner, another person was appointed. Hence, he prays the court petitioner may be reinstated into the service with all attendant benefits.

28. For this, the respondent counsel argument was that the petitioner was not engaged on temporary basis to perform phone mechanic duties. The petitioner did not have

ny knowledge of the department, when he was not appointed, as he did not discharged any kind of duties there is no point of removal from discharging his duties. When one is working on any capacity in the organisation there is no question arises to pay one month wage in advance to the petitioner. The respondent submitted that it is true that nearly 60 connections are working in the Bheemini Exchange and Sri V. Ravinder, T.M., is the charge of Bheemini exchange department and he was appointed by the higher authorities but are not respondent No.1 and respondent No. 2 according to rules and regulations of the department. The official Ravinder is discharging his duties under the supervision of respondent No. 2. The petitioner without known the designation of respondent No. 1 and 2 and how he can approached with the same authority separately is not known. When the appointment of petitioner is not correct and the question of termination by respondent No. 1 does not arise. The total contents of the petition submitted by the petitioner stated in are wrong that he served for 3 years. No training conducted by anybody, only department employees will be issued with memos, charge sheet etc., There is no evidence maintained and no continuous records as the petitioner allegations is wrong and denied. The petitioner cooked up a story for the purpose of this petition. The General Manager is the competent authority to appoint or remove or disciplinary actions and SDE/AET is not the competent authority. Hence, he prays court the petition may be dismissed with costs.

29. Heard the arguments advanced by the learned counsels appearing for the respective parties. I have perused the contents of the petition and counter allegations with all other documents filed into the court and material available on record. I have also taken into consideration the various points raised by the counsels appearing for rival parties during the course of their arguments. Having seen the entire material available on record and from the facts and circumstances of the case the following were the points disputed a question in this arises for consideration.

- (i) Whether the petitioner validly appointed into the service of the respondent.
- (ii) Whether the provisions contended U/Sec. 25(B) satisfied for complying Sec. 25(F)
- (iii) Whether the respondent is liable to issue notice if the petitioner is not satisfied the provisions U/Sec. 25(B) of the LD. Act.
- (iv) Whether there is any evidence in his place one Ravinder was appointed by the respondent.

30. From both the counsels argument whether the petitioner validly appointed into the services of the respondent. However difficulty arises in such matters in finding out the real nature of appointment. It is therefore necessary to laydown certain guidelines for determining the nature of appointment made by the petitioner. In this case from the evidence of PW-1 and W-1 and W-2, petitioner was appointed on temporary basis with a contingent pay of Rs. 1000 per month the same was supported by Service

certificate issued by the Sarpanch marked as Ex. W-1. For this the respondent counsel argument was that the Sarpanch is not the competent person to issue the certificate so the Ex. W-1 is cannot be looked into. The appointment as per the petitioner was regular appointment against the regular permanent post but the same was not proved by the petitioner as he was appointed in that post. The petitioner did not filed any documents showing the letter of appointment, when there is no documentary evidence available with the above guidelines. Let us see what is the oral and documentary evidence of petitioner, Sarpanch cannot be accepted because to support their evidence there is no documentary evidence to prove that the petitioner got appointed by the respondent. As per the contentions of the petitioner, petitioner worked in the year 2001 to 12th September, 2004 to that effect the petitioner did not filed any document i.e., muster roll, P.F., Register, Attendance Register and pay registers. The non filing of any one of document clearly go to show that the petitioner has not worked continuously for a period of 3 years if really the petitioner worked continuously for a period of 3 years nothing is prevented by the petitioner to file the documents or send for the documents to prove his case that he worked in the respondent department.

31. From the next argument of both the counsels whether the provisions contended under Section 25(B) satisfied for complying the Section 25(F). The initial burden of proof was on the petitioner workman to show that he had completed 240 days of service in a calendar year. It was the case of the petitioner that he had so worked but this claim was denied by the respondent. For this the petitioner has led evidence to show that he had infact worked for 240 days in a calendar year preceding to his termination. Mere filing of affidavit that cannot be regarded as sufficient evidence for any court to come to the conclusion that the petitioner had infact worked for 240 days in a year. There will be proof receipt of salary or wages paid or muster rolls or attendance register for a period of 240 days or so for and record of appointment for this period was to be produced by the petitioner workman. In this case the petitioner examined the Sarpanch and marked as Ex. W-1. For this respondent counsel contended that the Sarpanch is not the competent person to issue the certificate and that certificate cannot be demonstrative that the petitioner worked in respondent department. Having burden on the petitioner but the petitioner failed to produce any other record to prove that he worked for 240 days in a calendar year. In my view the fact that the initial burden of establishing the factum of his continuous work and for 240 days in a year is on the petitioner but the petitioner failed to do so. It is not the case where the petitioner has completed 240 days service during the period of 12 months preceding as such termination has contemplated U/ Sec. 25(F) read with Section 25(B) of LD. Act, cannot be applied.

32. From the 3rd argument of both the counsels whether the respondent is liable to issue notice if the petitioner is not satisfied the provisions under Section 25(B) of LD. Act. The appointed of the petitioner was denied when

there is no appointment made by the respondent department there is no question of termination of the petitioner. Whether the petitioner appointed by the respondent department and his termination when complying the provisions of Section 25(F) is valid. The petitioner counsel argument to prove his case he got examined Sarpanch is not the competent person to give the evidence for working of the petitioner. If really the petitioner worked in the respondent department nothing prevented by the petitioner to get examined his colleagues who works in the same department. What prevented the petitioner to get examine the colleague employees who works in the respondent department. The non examination of the witnesses of the department and non sending of summons to the persons working in the department and non filing of any of the above documents, the oral evidence of the petitioner cannot be accepted when there is no supporting evidence to corroborate his evidence. So his evidence cannot be accepted.

33. Lastly whether there is any evidence in his place one Ravinder was appointed by the respondent. From the petitioner counsel argument was that in his place some other person is engaged his name is Sri V. Ravinder. For this the respondent counsel contended that Sri V. Ravinder is the incharge of Bikini exchange at present and he was appointed by the higher authorities not by respondent No. 1 and respondent No. 2 according to the rules and regulations of the department. The official Ravinder is discharging his duties under the supervision of respondent No. 2. If really another person Ravinder is appointed nothing is prevented by the petitioner to get himself examined before the court personally or by issuing summons for his examination but the best reasons known to the petitioner why he should not taken any steps. That it self clearly shows that the petitioner failed to prove in his place some body got appointed. Except the oral evidence of the petitioner in his place Ravinder got appointed it was not corroborated by any documentary evidence. The proof of fact by oral evidence when written document exists in this case appointment order of Ravinder and his muster roll, attendance register, wage register and acquittance register, they were not produce as being best evidence of its own contents and no oral evidence can be adduced to prove as to what is in the written documents with regard to the appointment of Ravinder. The oral evidence of the petitioner was contradicting and not acceptable by the respondent so the respondent counsel argument was that the oral evidence of the petitioner cannot be accepted. The non production of the above registers without any justification the case of the petitioner cannot be accepted. The petitioner had failed to produce the best evidence before the court, further there is no explanation as to why concerned witness has not been examined. Hence this court is entitled to draw an adverse inference against the petitioner as regards to the disputed fact. The respondent counsel argument, exercising of powers U/sec. 11(A) of I.D., Act, this court can grant relief of reinstatement amounting to regularisation of appointment. The provisions of Sec. 11-A Cannot be abused, mis used to incumbent legal provisions relating to the

selection the appointment to statutory bodies and to the Government Departments.

34. In a nutshell the sum and substance of the plea of petitioner is that he was appointed temporarily on monthly contingent amount to Rs. 1000 in the respondent telephone department. The petitioner counsel contention is his services is illegally terminated. Further, no notice or retrenchment compensation paid to the petitioner. Hence the termination of his services is illegal in the eye of law. For this the respondent counsel plea was that the petitioner was not at all appointed, when he was not at all appointed, when he was not at all appointed he was not completed 3 years period particularly 240 days continuously in service in a calendar year as there was no documentary evidence produced by the petitioner. The only document filed by the petitioner Ex. W-1 is the certificate issued by the petitioner for that document Ex. W-1 respondent counsel contended that the Sarpanch is not the competent person to give evidence and issue that document. When best evidence is available the documents before the respondent what prevented the petitioner either produced before the court or sent for the documents but the petitioner did not gave any reason or explanation to file the documents and sent for the document into the court.

35. On appreciation of the material placed before this court, this court came to the conclusion that the oral evidence and the document filed by the petitioner is not the best evidence though there is a best evidence is available but the petitioner is failed to be produced. It is well settled with this court, the petitioner did not proved having burden on him. The petitioner did not filed any document for his appointment and his continues working period.

36. In view of this authority also, the petitioner was not appointed by the respondent department. I am of opinion that there is no relationship of employee and employer between the petitioner and respondent.

37. In view of the specific stand taken by the respondent in the counter allegations and also in his argument as discussed above I am of the view that there is no appointment, there is no termination so also there is no retrenchment within the definition of Section 25 (F) of I.D. Act. The petitioner cannot be said to have been retrenched from the service and hence Section 25-F of the I.D. Act is not attracted. The petitioner prayer for declaration that the termination of his services is illegal and void on ground of violation of provisions of the Section 25 (F) of the I.D. Act cannot be therefore be granted. The employer respondent clearly established that the petitioner was not at all appointed so there is no question of termination of his services from the respondent department. Therefore, in view of the facts and circumstances of the case up hand, I seen every force in the contention above raised by the respondent in this case.

38. From the respondent counsel argument the grounds urged by the petitioner are vague in as much as it is not a specific case as to how the petitioner got appointed in the respondent department there is no evidence. The

petitioner to prove his case he got examined himself and to support his evidence. WW-1 Sarpanch is examined and marked Ex. W-1 for this the learned counsel argument that there is a best evidence available with regard to the documents appointment order, muster roll, attendance register, wage register acquittance register but the petitioner did not taken any step to get those documents as the documents are best evidence. But when the best evidence has not been produced by the petitioner an adverse inference may be drawn against him having burden on the petitioner but the petitioner failed to prove his case. The best evidence is contents of the documents itself and is the production of the documents that required by Section 91 of Evidence Act in proof of its contents.

39. It is well settled that the appointment was made in violation of the mandatory provisions of the statute and particular ignoring the minimum educational qualifications and other essential qualifications would be required. But as such a proposition would be required to introduce a new head of appointment it defines of the rules or it may have the effect of settling had not the rules.

40. Before parting this case I would like to state that although this court would be very happy if everybody in the country is given a suitable job. The fact reminds that in the present state of country's economy the number of jobs are limited. Hence everybody cannot be given a job despite of our earnest desire. One may be very much hesitate but then economic realities has also be seen. The court must therefore exercise judicial restraint and not encourage into the execution and legislative dominant orders of creation appointment on this posts, regularisation etc., are of execution or legislative machines and it is highly improper to judges to step into this sphere except in rare and exceptional cases.

41. Therefore, from the aforesaid reasons and in the facts and circumstances of the case and also with regard to the various points, facts and law of the case I find no merit in this petition. In the above circumstances this court is left with no option but to arrive at the conclusion to dismiss the petition.

42. In the result, the petition fails and the same is liable to be dismissed for want of merits. But no costs.

Dictated to the Stenographer, transcribed by him, corrected and pronounced by me in the open court on this, 27th day of February, 2007.

M. SHANMUGAM, Chairman-cum-Presiding Officer

Appendix of Evidence Witnesses examined

For workman :-

MW-1 dt. 24-3-2006	Sri P. Rajeswar Rao, petitioner.
MW-2 dt. 24-3-2006	Sri. Bandi Ashok Kumar, Sarpanch, Bheemini, Dist. Adilabad.

For Management :-

-Nil-

EXHIBITS

For workman :-

Ex. W-1 dt. 15-1-2005 Certificate issued by Sarpanch

For Management :-

-Nil-

नई दिल्ली, 29 जून, 2007

का.आ. 2052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधक के संबद्ध निवासियों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्रुप न्यायालय, बंगलूर के फंजट (संदर्भ संख्या 12/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-06-2007 को प्राप्त हुआ था।

[सं. एल-30012/41/2002-आई.आर. (एम)]

एल. एस. बोरा, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2052.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2003) of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of HPCL and their workmen which was received by the Central Government on 29-06-2007.

[No. L-30012/41/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
JUMAIN, III CROSS, II PHASE, YUMKUR ROAD,
YESHWANTHPUR, BANGALORE- 560022.

Dated : 18th June, 2007

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C. R. No. 12/2003

I PARTY

Shri Shivanna Anjaneya Patil,
No. 7, Magadi Park,
Opp. Sanrath Apartments,
Vijayanagar, Hubli,
Karnataka State.

II PARTY

The Regional Manager,
Hindustan Petroleum Corporation Ltd.,
Sambaji Road, Ranichennamanagar,
P.B. No. 529, Belgaum District,
Karnataka State.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-30012/41/2002/IR (M) dated 17th march 2003 for adjudication on the following Schedule :

SCHEDULE

"Whether the action of the management of HPCL in terminating the service of Shri Shivanna Anjaneyu Patil is justified? If not, to what relief the concerned workman is entitled?"

2. The case of the first party workman, as made out in the Claim Statement, in nutshell, relevant for the purpose is that the management namely, the Hindustan Petroleum Corporation Limited, is a Government of India undertaking having its registered office at Mumbai, and its Executive sales office at Hubli; that the management corporation undertakes the work of average and distribution of petroleum products, having its zonal office at Madras and Regional Office at Belgaum. The executive sales office is at Hubli. The district is having approximately about 44 retail out lets and in all more than 100 pumps i.e. one out let will be having two pumps, one for diesel and another for petrol, which are within the jurisdiction of Executive Sales Office and are controlled by the Regional Manager, Belgaum. The petrol pumps situated around Dharwad District are fully under the control of Second Party Corporation; that the first party during his tenure of service was attending to the maintenance of these pumps and servicing of these pumps involve a very onerous duty and is highly technical and skilled job; that the nature of the work which the first party was carrying on is essential job and also continuous permanent and perennial in nature. After serving the Second Party for more than 7 to 8 years, when the first party requested for regularisation of his services he has been orally terminated from service on 12-4-2000 and one Mr. Pujar was appointed as pump fitter in the place of the first party. Therefore, in the light of the above, the first party workman requested this tribunal to set aside the termination order passed against him and reinstate him in service with back wages, continuity of service and other consequential benefits.

2A. The Second Party/Management resisted the claim of the first party by filing its counter statement and among other grounds contended that the first party's claim statement is misconceived and he has no legal enforceable right to seek directions of reinstatement of his services; that the first party was never the employee of the corporation and there was no employer and employee relationship and the first party has not produced any piece of paper to show that, he is the employee under the Second Party. In the absence of the material documents to show that the first party is the employee under the second party, the dispute is not at all maintainable. The Second party further contended that the first party has relied on a circular letter

dated 12-9-2000 issued to one of the Dealer stating that one Shri D.K. Pujar is the Pump Fitter of Hubli Sales Area and the dealers may contact him for getting their work done through him. It is a fantastic claim of the first party to state that D. K. Pujar was appointed with a view to terminate his service. The fact is that one Shri P.D. Patil was working as Pump fitter and in his place Shri D. K. Pujar was reassigned since the said R.D. Patil was transferred to LPG plant on his personal request and Shri D. K. Pujar was transferred on promotion as pump fitter to Hubli Sales Area. The posting of D. K. Pujar was informed to dealers of the corporation coming under the Hubli sales Area through the Executive Sales Officer, Hubli. The first party had never worked as a regular employee of the second party corporation. Shri R. D. Patil has been working as pump fitter as regular employee of the corporation since from 1994 onwards and on his transfer Shri D. K. Pujar was posted. The appointment letter of Shri R. D. Patil dated 26-5-1994 is also very clear where the corporation appointed Shri R. D. Patil as a regular pump fitter in salary grade M405 attached to Hubli sales area, his daily attendance register showing that R. D. Patil worked as a pump fitter long prior to the posting of Shri D. K. Pujar on transfer. The attendance registers are also to the effect that the first party was not an employee under the Second Party; that the first party has never worked on daily wages or monthly wages at any point of time. On the other hand he was given specific work on piecemeal basis, he used to claim service charges as and when the work was done by him and certified by the concerned sales officer; that the bills submitted by the first party to the second party were piecemeal work done and for which the payment was to be effected then and thereon submission of bills. It clearly goes to show that the first party was attending work when and where required; that the second party has not appointed the first party at any point of time and question of termination does not arise at all and first party has not worked continuously for a period of 240 days as alleged by first party and the question to reinstate him in service does not arise at all and requested this tribunal to reject the reference.

3. During the course of trial, the management filed an affidavit of one Mr. T. Ashok Kumar said to be the Ex. Sales Officer working with the management corporation by way of his Examination Chief as MW1 and in his further examination chief got marked 11 documents at Ex. M1 to M11. His affidavit by way of examination chief is just the replica of the various contentions taken by the management in its Counter Statement and therefore, need not be repeated.

4. The first party by way of rebuttal also filed his affidavit evidence and in his examination chief got marked 12 original certificates issued by the Assistant Grade Controller, Weights and Measures at page No.1 to 12 marked at Ex.W4 series, the documents at serial numbers 13 to 59 vide list dated 12-4-2006 said to be the attested copies of the certificates issued by the said authority marked at Ex.W5 series, the documents at serial number 53

as per the said list viz. the xerox copy of the pump maintenance register for the period in between the period, 26-1-1993 to 16-05-2000 from pages 1 to 128 were marked at Ex.W6 series.

5. During the course of cross examination of MW1 the first party confronted certain documents namely, the four monthly maintenance reports submitted by him to the management, the outgoing gate passes 145 in numbers showing the supply of spare parts by the company, duplicate copies of pump maintenance reports supplied to the pump fitter from page 1 to 773 and they were marked at Ex.W1 series, W2 series and W3 series respectively. His statement by way of affidavit once again is the repetition of the various averments he made in his claim statement. I would like to refer to the aforesaid documents produced by the parties and the statements of MW1 & WW1 in their cross examination as and when found relevant and necessary.

6. Learned counsels for the respective parties have filed their written arguments in line with their respective contentions taken by way of pleadings.

7. Learned counsel for the management in his written arguments referred to the statement of the first party in his cross examination to support his main contention that the first party never worked in any capacity much less as a temporary employee or as a casual worker or as a contract worker or as a pump fitter and that the management was taking his services on piecemeal and payment basis for specific work so as to attend the pump repairs as and when the regular pump fitter was not available for one reason or the other. The management took support of the aforesaid documents at Ex.M1 to M11 so as to suggest that the first party was never in the service of the management as an employee but was attending certain pump repairing work on piecemeal basis and accordingly was submitting his bills for making the payments, which fact has not been disputed by the first party either in his affidavit or by way of cross examination to MW1. On the other hand in his statement in cross examination he has admitted the fact that he was one of the 5 persons who had signed the tenders quoting the charges for the work to be done in the year 2000 itself, during which year his services said to have been terminated by the management. He referred to certain awards and citations.

8. The learned counsel for the first party on the other hand in his arguments contended that the documents produced by the first party marked at Ex.W1 to W6 series are the proof satisfactory and sufficient to establish the fact that the first party had been working under the management as a Pump Fitter right from the year 1993 up till September 2000, during which month his services were terminated. He submitted that the first party was attending the work of pump repairs under the instructions and directions of the management and accordingly, was submitting his monthly reports, was attesting maintenance registers as well as the certificate issued by the department

of Weights & Measures, being present during calibration seal for the purpose of proper measurement by the said department. He submitted that almost all the documents produced by the first party ranging between the period from 1993 to 2000 would reveal that he has been attesting those documents in the capacity of a Pump Fitter and this fact has never been denied and challenged by the management either in the statement of MW1 or in the cross examination of the first party. Therefore, learned counsel in his written arguments contended that the first party worked continuously for a period of 240 days and more in each calendar year from 1993 to 2000 much less for a period of 12 calendar months continuously immediately prior to termination of his services on 12-9-2000 and therefore, the action of the management in terminating his services amounts to retrenchment and illegal termination there being no compliance of Section 25F of the ID Act.

9. Now, therefore, in the light of the aforesaid respective contentions of the parties and as per the points of dispute vide reference schedule, the first and important point to be considered by this tribunal would be "whether the first party as an employee of the management worked for a period of 240 days and more continuously in 12 calendar months immediately before his alleged termination". The management as noted above, in order to falsify the case of the first party produced 11 documents at Ex.M1 to M11 as under :—

1. Ex. M1 is the letter dated 25-2-1994 addressed to R. D. Patil appointing/Re-assignment as pump fitter to Hubli Sales Area.
2. Ex. M2 is the Confirmation Letter dated 1-3-1995.
3. Ex. M3 is the application dated 10-8-1997 for transfer from R. D. Patil.
4. Ex. M4 is D.K. Pujar's letter dated 6-7-1999 for transfer as pump fitter.
5. Ex. M5 is the letter dated 19-8-2000 addressed to D. K. Pujar promoting as pump fitter.
6. Ex. M6 is the Payroll advice.
7. Ex. M7 is the Attendance register.
8. Ex. M8 is the Purchase order dated 26-3-2002.
9. Ex. M9 is the Payment voucher.
10. Ex. M10 are the Bills raised by the first party workman.
11. Ex. M11 is the Price inquiry dated 7-7-2000 along with tender letter with list of names.

10. As noted above, the first party produced four monthly reports, two of them dated 9-10-1993 and the other two dated 4-8-2000 and 5-9-2000 marked at Ex. W1 series. The documents at Ex. W2 series are the outgoing gate passes 145 in numbers to show the supply of spare parts by the management company in favour of the first party. Documents at Ex. W3 series running from pages 1 to 773 are the duplicate copies of the pump maintenance

reports said to be supplied to the fitters, in the instant case to the first party. The documents at Ex. W4 series are the 12 original certificates issued by the Weights & Measures department, the documents at Ex. W5 series are the attested copies of certificates issued by the said authority and the documents at Ex. W6 series from pages 1 to 128 are the Xerox copies of the pump maintenance register for the period from 26-1-1993 to 16-5-2000.

11. Now, coming to the main contention of the management that at no point of time the first party was its employee, much less, to have worked as a casual worker or as a pump fitter at any point of time under the management. Except the oral say of the first party that he worked as a pump fitter right from the year 1993 till 1-9-2000, there is no document submitted by him by way of evidence to suggest that at any point of time he was appointed as a pump fitter and worked as such under the management. Infact, in his Claim Statement as well as in his affidavit he keeps conspicuous silence as to when exactly i.e. to say on what date actually he was appointed by the management, much less, by submitting any application seeking job or being selected by way of interview. He just came out with the case that he attended the pump repair work under the instructions of the management authorities and in that capacity he worked during the aforesaid period. In fact, in his cross examination in no uncertain words he admitted that there was no job vacancies and applications were called for to be filled by the first party. He admitted that he did not make any application with the management seeking the job but was given an appointment letter which he did not possess, now. In his further cross examination he admitted that he did not work as a casual worker or contract worker but worked as a regular worker for which as noted above, he produced no document with regard to his appointment by the management at any point of time. Then, he admitted that he was not paid either daily wages or monthly salary at any point of time. He admitted that he was submitting the bills for the work done by him taking the signatures of the Sales Officer whenever the work was done. In his cross examination he admitted that some time, the management will be calling for the tenders for the job of maintenance work to be done by outsiders and likewise in the year 2000 such a tender was called for maintenance of pumps in Hubli Sales Area and he was one of the five persons who had signed the tenders quoting the charges for the work to be done. Therefore, the above statement of first party in his cross examination makes it abundantly clear that he was never paid daily wages or monthly salary at any point of time. In his own words he was submitting the bills for the work done by him taking the signatures of the Sales Officer whenever the work was done. As noted above, he also admitted that in the year 2000 when tenders were called for the job of maintenance work he was one of the five persons who had submitted the tender quoting the charges for the work to be done. The fact that the first party was being provided with specific work of maintenance repairs on

piecemeal basis and was being paid against the bills submitted by him, as noted above, not only has been admitted by the first party himself but also has been established by the documents produced by the management marked before this tribunal at Ex. M8 to M11. Ex. M8 is the purchase order dated 26-3-2002 in the name of first party for having purchased certain items to attend the pump repairs. The value of the said item has been shown as Rs. 11,510. As per Ex. M9, the above said amount has been paid by the management vide voucher dated 31-5-2002 to the first party. The documents at Ex. M10 series are the bills dated 26-2-2000 (three in numbers) for payment of Rs. 930, Rs. 850 and Rs. 420 respectively made to the first party under the bills submitted by him in his own 'letter head' bearing his name describing himself as a specialist in repairs of pumps etc. Similar are the bills submitted by the first party dated 15-7-2000 (three in numbers) for payment of Rs. 930, Rs. 160 and Rs. 1010 respectively. These are again the bills submitted by the first party under his own 'letterhead'. The documents at Ex. M11 is the price enquiry under a voucher dated 26-3-2000 called for by the management showing the name of the first party along with four others who submitted the tender. Therefore, from all these documents and the very admissions made by the first party in his cross examination referred to supra, it becomes crystal clear that he was attending the work of repairs of pumps maintained by the second party management at various petrol bunk not as an employee of the management but for having taken the work from the management on piecemeal basis for a specific work to be attended by him from time to time. The fact that the first party was not an employee of the management working as a pump fitter again gets falsified by the document at Ex. M7, the attendance register produced by the management running between the period from the year 1997 till December 2002. In this register the names of one Mr. R. D. Patil and Mr. D. K. Pujar who undisputedly worked as pump fitters under the management and have been shown signing the above said register for having attended the office. Nowhere, the name of the first party appears as an employee of the management much less as a pump fitter. It is the daily attendance register maintained by the management and if at all, the first party had worked under the management as an employee, his name must have incorporated in the said register and he must have signed the said register as an employee as other employees have signed apart from the above said two pump fitters who were working under the management during the aforesaid period.

12. In order to substantiate his claim the first party produced voluminous documentary evidence marked before this tribunal at Ex. W1 series to W6 series. Ex. W1 series are said to be four monthly reports, two of them dated 9-10-1993 and the other two dated 4-8-2000 and 5-9-2000. These monthly reports are said to be attested by the first party as a pump fitter. There is no explanation offered by the first party as to which are the other monthly reports

he must have submitted as a pump fitter between the years 1993 and 2000, if at all, he worked as a pump fitter during the said period. The documents at Ex. W2 series are the outgoing gate passes 145 in numbers to show that the first party signed them for having received the items to be used for pump repairs from the management company. These documents as they stand will not come to the rescue of the first party as according to the management he was being supplied with certain repair materials in order to attend pump repairs on piecemeal basis. The documents at Ex. W3 series which run over pages 1 to 773 are the duplicate copies of the pump maintenance reports said to have been supplied to the pump fitter to show that he participated in the pump calibration by the officers of Weights & Measurement Department. It is the contention of the first party that for the above said calibration purpose by the above said Weights & Measures Department, presence of a pump fitter on behalf of the management is a must and since he was present all along as a pump fitter during such calibration of seal work of the pumps, it has to be held that he was the pump fitter working under the management. Merely, because he was present at the time of calibration representing the management, one cannot jump to the conclusion that he participated in the aforesaid calibration work as an employee of the management itself, particularly, in view of the statement of the management witness in his cross examination to the effect that either the representative of the management or some pump fitter will be present himself at the time of such a calibration work. Therefore, the first party might have been present during the calibration work putting his signature on those reports representing the management as he used to take piecemeal repairs work from the management on payment basis and was looking after the maintenance of pump repairs while working in the said capacity. Similar, is the case with the documents at Ex. W4 and W5 series which are said to be the certificates issued by the Weights & Measures Department showing the signature of the first party on those certificates. In fact, the documents at Ex. W5 series are well beyond the period of September 2000 during which month first party's services alleged to have been terminated by the management. These are the documents for whole of the year 2001 for a period of about 9 months ranging from March 2001 to September 2001. If at all the services of the first party were terminated in the month of September 2000 itself, then it is yet to be explained by the first party as to how he signed the aforesaid certificate issued by the Weights & Measures Department for about a period of six months from March 2001 to September 2001. Therefore, these documents instead of helping the case of the first party will lend support to the case of the management that his services were never terminated in the year 2000 as he was not an employee of the management but was attending pump repairing work for the management on piecemeal basis as and when required by the management. The fact that the management had its own pump fitter by name, Shri R. D. Patil & Shri D. K. Pujar is not disputed and cannot be

disputed by the first party. His contention that his services were terminated in order to appoint Shri D. K. Pujar as a pump fitter gets falsified in the light of the various documents produced by the management including the aforesaid attendance register. Ex. M 1 is the letter dated 25-2-1994 addressed to the said Shri R.D. Patil appointing him as pump fitter to Hubli Sales Area. Ex. M2 is the letter dated 1-3-1995 confirming his services and Ex. M3 is his application dated 10-8-1997 seeking his transfer. Ex. M4 is the letter written by said Shri D.K. Pujar on 6-7-1999 seeking his transfer as pump fitter and Ex. M5 is the letter by the management dated 19-8-2000 addressed to Shri D. K. Pujar promoting him as pump fitter. Therefore, when Shri R. D. Patil was the pump fitter working with the management from the year 1994 onwards till the time Shri D. K. Pujar started working with the management as fitter in the year 1999, it can never be believed that the management took the services of the first party as a pump fitter appointing him on regular basis as an employee. At the same time the aforesaid contention of the first party that his services were terminated on account of appointment of said D. K. Pujar must be rejected as an afterthought and make believe story as Shri D. K. Pujar was already in the service of the management as a pump fitter in the year 1999 itself, which fact also has been corroborated by way of the above said attendance register produced by the management showing the names of said Shri R. D. Patil and D. K. Pujar during the years 1994 till 1999. The next set of documents produced by the first party running from pages 1 to 128 are the Xerox copies of pump maintenance register for the period from 26-1-1993 to 16-5-2000. In these papers also the name of the first party appears under the column name of fitter but it appears along with the said Shri R. D. Patil and Shri D. K. Pujar in fact, the name of the first party in these maintenance register papers do not find place all along continuously for a period of 240 days and more. He has been shown attesting as a pump fitter in the aforesaid maintenance register for a period of 14 days in the month of January 2000, 13 days in the month of February 2000, 12 days in the month of March 2000, 8 days in the month of April 2000 and 15 days in the month of May 2000. For a period from August 1999 to January 2000 there is no such maintenance register copies produced before this tribunal to show that the first party attended any repair works as a pump fitter. Therefore, the first party first of all has failed to establish before this tribunal that he was the employee working under the management in the capacity of pump fitter and secondly he also failed to substantiate before this tribunal that he worked as such at least as a casual worker or in any other capacity for a period of 240 days and more during the 12 calendar months immediately prior to his alleged termination. The very documents produced by him at EX. W6 series as noted above, disclosed that from August 1999 to January 2000 he never signed the above said maintenance register much less as pump fitter. For the next five months from January to May 2000 he hardly worked for a period of 62 days and therefore, it can be safely

concluded that he did not work for a period of 240 days and more continuously with the management in any capacity much less in the capacity of an employee of the management. In the result, there is no hesitation in the mind of this tribunal in coming to the conclusion that there was no termination of service of first party much less any illegality committed by it and that this action of the management there was in violation of the provisions of Section 25F of the ID Act. Hence the following Award :

AWARD

The reference stands dismissed, No costs,
(Dictated to PA transcribed by her corrected and signed by me on 18th June, 2007).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 जून, 2007

सं.का. 2053.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार आई.ओ.सी. एल. के प्रबंधन के संघर्ष निवोधकों और उनके कर्मचारों के बीच, अनुबंध में ईरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार/क्रम न्यायलय II, नई दिल्ली के पंचद (संदर्भ संख्या 58/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-07 को प्राप्त हुआ था।

[सं. एल-30011/103/2002-आई.आर. (एम.)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, 29th June, 2007

S.O. 2053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2003) of the Central Government Industrial Tribunal/Labour Court II, New Delhi now as shown in the Annexure in the Industrial Dispute between the management of I.O.C.I., and their workman, which was received by the Central Government on 29-06-2007.

[No. L-30011/103/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT-II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE,
NEW DELHI

PRESIDING OFFICER : R. N. RAI,

L.D. No. 58/2003

PRESENT

Sh. Aditya Aggarwal — 1st Party

Sh. Rajat Arora — 2nd Party

In the matter of :—

Ramesh Chand & Others,
C/O The General Secretary,
Delhi Multi Storeyed Building Employees Congress,
Vandana Building : 11, Tolstoy Marg,
New Delhi—110031.

Versus

The Chairman-cum-Managing Director,
Indian Oil Corporation Ltd.,
Scope Complex, Core No. 2,
Lodhi Road, New Delhi.
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-30011/103/2002-IR (M) Central Government Dt. 07-04-2003 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the action of the Management of IOCL, New Delhi, in not regularizing the services of the concerned 18 workmen from the date of their initial appointment is just fair and legal? If not, to what relief the concerned workmen are entitled and from which date?"

The union has filed claim statement. In the claim statement. It has been stated that the facts and circumstances giving rise to the present statement of claim are that the claimant workmen have been engaged as security guards by the above management through its contractors. The claimant workmen have been working continuously without any break for the last many years and in any case for over 240 days for the respondent management. The claimant workmen are the members of the aforesaid union who is representing the claimant workmen herein. The names and other details of the claimant workmen are annexed herewith the reference made to this Hon'ble Court by the appropriate Government.

It is submitted that the management knowing that the job performed by these workmen is of a permanent and perennial nature, has, with ulterior motive to deprive them of security of job and equal wages, employed the workmen ostensibly through different contractors. The contractors are and have always been only name lenders with no control of any kind over the workmen, their employment and their terms and conditions of service. The workmen have been working under the direct control and supervision of the Management. The engagement of these workmen through the contractors is only a camouflage and if the veil is lifted it would be revealed that there is a direct employer and employee's relationship between the Management and the workmen. The contractors have been acting only as the agents of the management. They are illegally shown to have been employed as Contract Labour and at present they are shown to have been engaged through the above named contractors. Being not satisfied with this, the management, with ulterior motive to deprive the workmen of the continuity of services and other legal benefits, was intending to terminate the service of the workmen through the contractor, instead of regularizing their services.

It is worth mentioning here that the workmen have continued to work for the above management in spite of

the repeated change of the contractors from time to time. The contractors have although been acting as the agents of the above said management; the workmen are thus the direct employees of the management only.

It is stated that even otherwise neither the management is registered under the provisions of the Contract Labour (Reg. & Abo.) Act/Rules nor the contractors through whom the workmen have been shown to have been engaged from time to time including the present contractors are the licensed contractors under the said Act/Rules and as such also employment of the Claimant workmen as contract labour by the management is illegal being in direct contravention of the express provisions of the aforesaid Act/Rules which is a beneficial piece of legislation and hence also the claimant workmen are the direct employees of the management.

Without prejudice to the submissions made herein above it is submitted that in any case the work performed by the workmen represented by the Union, is of permanent and perennial nature and all the requirement of Section 10 of the Contract Labour (Reg. & Abo.) are satisfied. The appropriate authority ought to have issued the necessary Notification u/s. 10 of the said Act prohibiting engagement of contract employees in the said work and the management also ought not to have engaged the workmen through the contractor as the same amounts to unfair labour practice also. The management ought to have absorbed the claimant workmen and regularized their services instead of exploiting them by engaging them ostensibly through different contractors.

It is stated that the engagement of the workmen through the contractors is basically for monetary and other gains as the claimant workmen are being provided much less wages than the regular employees. The management is also discriminating even with regard to the other terms and conditions of employment against the workmen engaged through the contractors. The claimant workmen are entitled to be treated as the direct and regular employees of the management. They are entitled to receive the same wages, benefits and other facilities as received by the regular employees of the management who are performing similar work as the claimant workmen. It is worth mentioning here that the wages and other benefits received and facilities enjoyed by the regular employee of the management performing similar work are many times more than received by the aforesaid claimant workmen.

That the workmen in the above statement of claim thus made various representations/demands to the management to regularize them in regular service against their existing post and to look into their grievances regarding payment of wages through their contractors. However, instead of looking into the demands of the workmen sympathetically, the management, in furtherance to their illegal designs and with ulterior motive to deprive the workmen of the continuity of services and other legal

benefits, irrespective of the aforesaid circumstances was intending to terminate the services of the workmen through the contractor, instead of regularizing their service.

That when all the efforts of the aforesaid claimant workmen and the union to settle the dispute with the management hands given no fruitful results and in view of the above said threat of termination of their services, the Union had filed a writ petition before the Hon'ble Delhi High Court on behalf of some of the workmen for the regularization of the services by the management their services by the aforesaid management on the grounds inter alia that they are covered by the Notification dated 12-9-1976 and that in view of the Air India Judgment they are entitled to be absorbed. The Hon'ble Delhi High Court had granted the interim protection to the workmen.

However, since the Hon'ble Supreme Court in the SAIL matter has reversed the judgment in Air India case and has quashed the Notification dated 9-12-1976 and since as per the said judgment, the industrial courts/tribunals have been given the jurisdiction to decide industrial dispute as aforesaid, the claimant workmen and the Union have been advised to move this Hon'ble Forum by way of the present Statement of Claim. It is stated that the workmen are still continuing in service but they are always under the threat of termination of their services by the respondent management.

That for the regularization their services the workmen filed statement of claim before the Conciliation Officer, New Delhi as there is a direct employer, employee relationship between the workmen and the management and also work performed by the workmen is also of perennial nature. Moreover, the workmen are also entitled to equal wages as paid to the regular staff of the management. However, the conciliation proceedings failed due to the uncooperative attitude of the management and the above mentioned reference made to this Hon'ble Court for adjudication.

It is appropriate to mention here that in spite of the aforesaid proceedings, the management of IOC has verbally terminated the services of the claimant workmen w.e.f. 1-3-2002, when the workmen had reported for their normal duties on the above said date, the management did not allow the workmen to perform their duties and in this manner, the management has acted in utter disregard to the provisions of the Industrial Disputes Act, as they have terminated the services of the workmen during the pendency of the conciliation proceedings before the Conciliation Officer. The action of the management is vindictive and in utter haste and the same is illegal unjustified and arbitrary. Section 33 read with Section 9A of the I.D. Act clearly mandate that the services etc. of the workmen have to remain unchanged during the pendency of the proceedings before the Industrial Adjudication and that the services of the workmen cannot be terminated without the permission/approval of the authority before

which the proceedings are pending. The management has also violated the other provisions of the Act namely Sections 25T, 25U read with Clause 5 (a,b,d,f) of the Fifth Schedule of the Act read with rules 59 of the LD. Rules.

That it is submitted that the illegal termination of the services of the workmen has been brought about only of frustrate the proceedings before the Conciliation Officer and before this Hon'ble Court, to harass the workmen and to defeat their morale and to compel them to compromise the dispute which the workmen have more than a fair chance of winning. The management has adopted this tactics as retaliation as the workmen had moved the court of law for the redressal of their grievances.

That the Union had made representations to the above management soon after the termination of the services of the workmen but inspite of the representation, the management has not cared to allow the workmen to perform their normal duties and therefore, the Union filed a complaint before the Conciliation Officer under the above said provisions of law, but nothing could be done due to the adamant attitude of the management.

It is therefore prayed that this Hon'ble Court may kindly be pleased to direct the management to place the workmen in regular services with consequential benefits under the direct employment of the management, in view of the above submissions in the interest of justice, as the workmen are performing similar work, w.e.f. the date of their joining the duties with the management and also direct the management to pay the wages as paid by the management to its regular staff performing similar work.

It is further prayed that this Hon'ble Court may kindly be pleased to direct the management to immediately take back the workmen on their duties and maintain status quo as was operating on the date of filing of the statement of claim before the Conciliation Officer.

The Management has filed written statement. In the written statement it has been stated that before giving the parawise reply to the statement of claim, it is stated that the concerned workmen have no right to raise any dispute if the matter of regularization as made out in the Statement of Claim. There exists/existed no employer-employee relationship between the claimants and the respondents. The claimants were never in the employment of the respondent Corporation. The Contract Labour (Regulation & Abolition) Act, 1970 is a self sufficient code and admittedly the claimants/workmen being the employees of the contractors have no right to approach the authorities under the Industrial Disputes Act, 1947 without exhausting the remedies available to them under the said Act of 1970.

That the respondent management is also no longer occupying the premises at New Delhi House and the contract given for manning, traffic control, surveillance etc. to M/s. Indian Security Services (P) Ltd. had expired on 28-2-2002. There is neither any work nor any requirement

of the Security Services at New Delhi House, Connaught Place, New Delhi.

That the dispute raised by the concerned workmen cannot be treated to be an "Industrial Dispute" as defined under Section 2 (K) of the Industrial Disputes Act, 1947. The dispute, which has been raised on behalf of the workmen by the Delhi Multi Storeyed Building Employees Congress, which has no locus standi qua the management. The management has its own union, and the claimant cannot approach the claimant union. The union has failed to show any espousal of the alleged dispute on behalf of the claimants. The employees of the answering respondent are represented by Indian Oil Pipelines Association, being the only recognized union of workmen engaged at their establishment.

The Management submits that the alleged workman and their union have made a number of misleading representations, false averments and baseless allegations in the statement of claim and it ought to be rejected straightaway.

The claimants have further failed to show as to how the dispute being raised by them can be termed to be an "Industrial dispute". It is a matter of record that they keep on changing their stand and their union. The claimant as per their own showing are settled mostly in Haryana, H.P. & U.P. and this being so, no cause or justification is shown to raise any dispute against the management establishment.

That the Contract Labour (R & A) Act, 1970 itself is a self sufficient code and any dispute relating to the contract labour can be investigated under the said Act. The Claimant's claim that they had been working with the various contractors, the claimants have not stated as to who was their earlier employers and in the absence of any such particulars the bald statements that they have been working with the Indian Oil Corporation is unbelievable. The averments need to be replied by the concerned respondent. The management states that it has its own recruitment procedure laying down eligibility criteria to select the workmen for its plants. Such of the jobs which are neither perennial in nature and are permitted to be performed through the contract labour are given to the various contractors in accordance with law. The respondent Corporation is registered under the provisions of the contract Labour (Regularisation and Abolition) Act, 1970.

That the management of Indian Oil Corporation has its own recruitment policy and guidelines which cannot be overlooked while giving regularization to the claimants. It is therefore clear that such a claim is not maintainable under the provisions of the Industrial Disputes Act and is liable to be rejected.

That the contents of para 1 of the Claim Statement are wrong and denied. It is stated that no valid Industrial Dispute has been raised which can be the subject matter of proceedings before the Hon'ble Authority. Merely by

alleging that they form a substantial class and claiming themselves to be employees through a contractor would not mean that the claimants have any legal/justified rights to raise any claim against the management. It is emphatically wrong and denied that any of the claimants have been working since long as claimed in the claim statement. Admittedly this management is an industry under the provisions of the Industrial Dispute Act.

Contents of para 2 are wrong and denied. The claimants have only made vague allegations without giving any details with regard to the contractor, nature of job being performed by them and any other factual position to justify that they have been employed by the management through a contractor. It is an industry wise practice to get jobs of security guards done through contract labour. It is the contractor who supervises and controls his workmen. There is no direction or control being exercised by the management or its officials on such contract employees. The jobs being carried out by these Claimants were not the core activities of the Corporation nor are they incidental to or necessary for the industry, trade, business, manufacture or occupation carried out in the establishment. There existed no employer-employee relationship between the contract workmen and the respondent Corporation.

Contents of para 3 are wrong and denied. It is wrong and denied that the claimants have been engaged by the management. The respondent corporation is no longer occupying the said premises at New Delhi House, and there exists no relationship between the parties.

Contents of para 4 are wrong and denied. The Corporation is duly compliant with the law as are applicable to it. Similarly, the contractors wherever required have taken license under the provisions of the Act. The Corporation is registered under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. The management has an control and supervision of the work of the claimants, nor any wages/salary is being paid to them by the management. It is submitted that it is the discretion of the Contractor to keep the workers. It is wrong and denied that the Contractor is the agent of the Management of the Indian Oil Corporation Ltd. as alleged. None of the claimants are part of the IOC establishment as alleged. There is no employer-employee relationship between the claimants and the answering management. None of the tests to establish employer-employee relationship i.e. control and supervision test, economic control test or the integration test have been satisfied in the present case. The question of termination of the services cannot arise in the absence of employer-employee relationship between the parties. The provisions of law as are applicable to it. The claimants cannot be termed to be the employees of the answering management.

Contents of para 5 are wrong and denied. As submitted above, they are not performing any job of permanent or permanent nature. It is respectfully submitted

that the notification, if any, has to be issued by the appropriate govt. It is stated that there is no unfair labour practice indulged in by the management Corporation. Such of the jobs, which are neither perennial nor permanent in nature as this, is not the core activity of the Corporation. It is an industry wise practice to have such jobs to outsource the core activities. There has been no exploitation of the claimants as alleged.

Contents of para 6 are wrong and denied. It is stated that there could be no question arising of the claimants should be paid the same wages as are being received by the regular employees of the Corporation. It is emphatically denied that they do not perform any similar work as is being done by the regular employees of the Corporation. As has already been submitted in the foregoing paras there exists/existed no employer-employee relationship between the parties and hence the claim for equal pay for equal work would not be contents of para 7 as stated are wrong and denied. The claimants were employed by the contractors for the job of surveillance, gate manning, traffic control etc. These activities did not form the core business of the respondent and were intermittent in nature. On vacation of the New Delhi House Office, the services of the contractor was discontinued, hence they are not associated with the respondent in any matter.

Content of para 8 are wrong and denied. It is stated that some of the contract workers had earlier filed a writ petition being CPW No. 889/97 which was disposed off on 5-9-2001. The notification dated 9-12-1976 already stands quashed by the Hon'ble Supreme Court.

Contents of para 10 in so far as they relate to the order of reference being matter of record needs no reply. It is wrong and denied that the nature of duties of the claimant is of regular or perennial in nature. It is wrong and denied that the failure of the conciliation proceedings was due to the uncooperative attitude of the management.

Contents of para 11 as stated are wrong and denied. It is stated that the claimants have no right to claim regularization of service etc. There has been no violation of Section 33 of the Industrial Disputes Act, as alleged. There has been no violation of the provisions of the Act or the rules as alleged. The respondents have never employed or terminated the services of the claimants. It is submitted that the contract between the contractor and the respondents came to an end, which was for a fixed period.

Contents of para 12 are wrong and denied. It is wrong and denied that the management has adopted retaliatory tactics as alleged.

Contents of para 13 are wrong and denied. The statement of claim filed by the workman is without any jurisdiction. They have no justified grievance. The claim deserves to be dismissed. The claimants have made a false and baseless claim, which may be rejected. In any event, the action of the Corporation being legal, in accordance

with law, may kindly be upheld. It has already been submitted as above that the claimants are not the employees of the management and their case for regularization cannot be considered as the management has its own recruitment policy and guidelines.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and had denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that they have been working continuously without any break for the last so many years and in any case for over 240 days for the respondent/management. The job performed by these workmen is of permanent and perennial nature. The management employed the workmen through different contractors to deprive them of security of job and equal wages. The contractors are only name lenders. They have no control of any kind over the workmen or over their employment and their terms and conditions of service. They performed their duties of security under the direct control and supervision of the management. There is direct employer-employee relationship between the management and the workmen.

It was further submitted that the services of the workmen were terminated while the dispute was pending before the Conciliation Officer. The management has infringed Section 9(A) of the LD. Act, 1947. The workmen are not getting proper wages. They are entitled to be treated as direct and regular employees of the management and all the benefits just as wages etc. should be extended to them also.

The workmen have filed photocopies of wage payment register. These photocopies do not contain any seal and signature of the management.

It was submitted from the side of the management that the workmen were employed by the contractors. They worked under the control and supervision of the contractors. Payment to them was made by the contractors. The workmen were removed by the contractors. WW1 Shri Munshi Ram has admitted in his cross-examination :—

"It is correct that I was never an employee of IOCL and all the supervision and control was done by the Supervisor and the contractor."

The other witness Shri Raghubir Singh has admitted as under :—

"I have worked with Sentinel Security Pvt. Ltd. for IOCL..... no correspondence has been issued to him by IOCL. It is correct that my supervision and control was done by Sentinel Security Pvt. Limited

initially and thereafter by the contractor who kept on changing."

From cross-examination of these 2 witnesses it becomes quite vivid that the workmen were appointed by the contractors. Payment was made to them by the contractors and the workmen worked under the control and supervision of the contractors.

It was submitted that in the circumstances the workmen cannot be said to be working under the supervision and control of the management.

The workmen have also admitted that appointment letter was issued to them by Sentinel Security Pvt. Limited.

It was further submitted that the burden is on the workmen to prove that they worked under the control and supervision of the management and their services were integrated to the management and payment to them was made by the management.

The workmen have filed only photocopies of wage register. These photocopies do not disclose as to by whom the payment has been made. However, the workmen have admitted that they were engaged by different contractors and different contractors supervised their work and they worked under the control and supervision of the contractors. The contractor has appointed supervisor to watch their work. Shri Ramesh Chander, the Supervisor deputed from the side of the contractor used to supervise their work.

It is settled law that every contract workman will not automatically become an employee of the Principal Employer. He has to prove that he worked under the supervision and guidance of the management. The workmen have not filed any document to establish supervision of the management over their work. In oral evidence also they have admitted that they worked under the control and supervision of the contractor.

The management has filed Registration Certificate for engaging contract workers.

It has been held in 2004 LLR Page 351 as under :—

"The modern approach has been to abandon the search for a single test, and instead to take a multiple or pragmatic approach, weighing upon all the factors for and against a contract of employment and determining on which side the scales eventually settle. Factors which are usually of importance are as follows — the power to select and dismiss the direct payment of some form of remuneration, deduction of PAYE and national insurance contributions, the organization of the workplace, the supply of tools and materials (though there can still be labour only sub-contract) and the economic realities (in particular who bears the risk of loss and has the chance of profit and whether the employee could be said to be in business on his own account").

A further development in the recent case law (particularly concerning a typical employment) has been the idea of "mutuality of obligations" as a possible factor, i.e. whether the course of dealings between the parties demonstrates sufficient such mutuality for there to be an overall employment relationship."

From the above judgment it appears that the contractors workmen have to prove that they were appointed by the management and payment to them was made by the management and deductions were made from their salary just as EPF & NIC. The workmen have not filed any such documents in evidence.

It has been held in 1973 Lab IC 398 as under :—

"The burden of proof being on the workmen to establish the employer-employee relationship an adverse inference cannot be drawn against the employer that if he were to produce books of accounts they would have proved employer-employee relationships."

It has been held by the Hon'ble Apex Court that no adverse inference can be drawn against the employer. If he does not produce books of accounts, the workmen have to prove employer and employee relationship.

It has been held in 1975 Lab IC 202 as under :—

"Where a person asserts that he was a workmen of the Company, and it is denied by the Company, it is for him to prove the fact. It is not for the Company to prove that he was not an employee of the Company but of some other person."

The workmen have not filed documents to prove that they were the workmen of the management.

It has been held in AIR 1957 SC 264 as under :—

"The principle which emerges from these authorities is that the *prima facie* test for the determination of the relationship between master and servant is the existence of the right in the master to supervise and control the done by the servant not only in the matter of directing what work the servant is to do but also the manner in which he shall do his work, or to borrow the words of Lord Uthwatt at page 23 in *Mersey Docks and Harbour Board Vs. Coggins and Griffith (Liverpool) Limited* (1947) 1 A.C. 1 at P. 23.1, "The proper test is whether or not the hirer had authority to control the manner of execution of the act in question."

From the above judgment it is obvious that the workmen have to prove that the management retained its right to supervise and control the work done by them. It was the management who should direct what the workmen had to do and the management also should ascertain the manner in which a particular work is to be done. No such documents have been filed in this case.

It has been held in AIR 1992 SC 1452 as under :—

"It stands established that Industrial Law revolves on the axis of master and servant relationship and by a catena of precedents it stands established that the *prima facie* test of relationship of master and servant is the existence of the right in the master to supervise and control the work done by the servant (the measure of supervision and control apart) not only in the matter of directing what work the servant is to do but also the manner in which he shall do his work."

The workmen have failed to prove that their master supervised and controlled their work. They have rather admitted that they worked under the supervision and control of the contractor.

Their services cannot be integrated to the management as they were assigned the duties by the contractor. The contractor's men supervised their work and payment to them was made by the contractor. So the workmen do not satisfy even integration test as has been held in (2004) 1 SCC 126. It has been held as under :—

"In determining the relationship of employer and employee, no doubt, "control" is one of the important tests but is not to be taken as the sole test. All other relevant facts and circumstances are required to be considered including the terms and conditions of the contract. It is necessary to take an multiple pragmatic approach weighing up all the factors for and against an employment instead of going by the sole "test of control". An integrated approach is needed. "Integration" test is one of the relevant tests. It is applied by examining whether the person was fully integrated into the employer's concern or remained apart from and independent of it. The other factors which may be relevant are— who has the power to select and dismiss, to pay remuneration, deduct insurance contributions, organize the work, supply tools and materials and what are the "mutual obligations" between them."

Even in Constitution Bench Judgment of (2001) 7 SCC 1, *Steel Authority of India and others* it has been held as under :—

"Engagement of contract labour in connection with the work entrusted to him by the principal employer, held, does not culminate in emergence of master and servant relationship between the principal employer and the contract labour —Circumstance under which contract labour can be treated as workman of principal employer explained Contract Labour (Regulation & Abolition) Act, 1970.

"Where a workman is hired through a contractor, held, master and servant relationship exists—But where a workman is hired or in connection with the work of a establishment to produce a given result or the contractor supplies workmen for any work of the

establishment, unless the contract is a mere camouflage, the workman cannot be treated as an employee of the principal employer."

It has been laid down that the contractor can supply a set of workmen for the work of the management.

In the circumstances 240 days working is not material. The workmen first have to establish that their services were integrated to the management and they worked under the supervision and control of the management and payment to them was made by the management. The workmen have failed to establish employer-employee relationship in view of the control and integration tests as mentioned above. There is no employer-employee relationship. There is no question of retrenchment compensation. There is no question of reinstatement or giving the previous status or regularization.

The reference is replied thus :—

The action of the Management of IOCL, New Delhi, in not regularizing the services of the concerned 18 workmen from the date of their initial appointment is just fair and legal. The workmen applicants are not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 26-6-2007

Let copies of the Award be sent to the Ministry of Labour, Government of India for necessary action at their end.

Date : 26-6-2007. R. N. RAI, Presiding Officer

नई दिल्ली, 29 जून, 2007

क्र.आ. 2054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन. जी.सी. के प्रबंधकों के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 227/04, 229/04, 235/04, 237/04, 239/04, 241/04, 243/04, 245/04, 247/04 और 249/04) को प्रकटित करती है, जो केन्द्रीय सरकार को 29-06-2007 को प्राप्त हुआ था।

[सं. (1) एल-30011-30-2004-आई.आर. (एम)

(2) एल-30011-19-2004-आई.आर. (एम)

(3) एल-30011-21-2004-आई.आर. (एम)

(4) एल-30011-16-2004-आई.आर. (एम)

(5) एल-30011-25-2004-आई.आर. (एम)

(6) एल-30011-24-2004-आई.आर. (एम)

(7) एल-30011-27-2004-आई.आर. (एम)

(8) एल-30011-31-2004-आई.आर. (एम)

(9) एल-30011-33-2004-आई.आर. (एम)

(10) एल-30011-26-2004-आई.आर. (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2054.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 227/04, 229/04, 235/04, 237/04, 239/04, 241/04, 243/04, 245/04, 247/04, & 249/04) of the Central Government Industrial Tribunal/Labour Court I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workmen, which was received by the Central Government on 29-06-2007.

[No. (1) L-30011-30-2004-IR (M)

(2) L-30011-19-2004-IR (M)

(3) L-30011-21-2004-IR (M)

(4) L-30011-16-2004-IR (M)

(5) L-30011-25-2004-IR (M)

(6) L-30011-24-2004-IR (M)

(7) L-30011-27-2004-IR (M)

(8) L-30011-31-2004-IR (M)

(9) L-30011-33-2004-IR (M)

(10) L-30011-26-2004-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. LD. 227/2004

Shri Rishikesh S/o Dugla C/o Sh. Surash Kumar, General Secretary, ONGC Mazdoor Union, Dhaban Mandi (HP.)

Applicant

Versus

The Manager, ONGC, Northern Regional Business Centre, Dehradun, Uttanchal, Dehradun.

Respondent

APPEARANCES

For the workman : Sh. M.S. Gorsi.

For the management : Sh. I.S. Sidhu.

AWARD

Passed on 18-6-2007

Central Government vide notification No. L-30011/30/2004/IR (M) dated 1-06-2004 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Oil & Natural Gas Corporation Ltd. Tel Bhasma, Dehradun in terminating the services of Shri Rishikesh S/o Sh. Dugla, Ex-Contingent Worker (unskilled) w.e.f. 01-10-2003 without any notice and without any payment of retrenchment compensation, is illegal and unjustified? If so, to what relief the concerned workman is entitled and from which date?"

There are ten cases including this case, the details of other nine cases are given as under :

Sl. No.	ID No.	Name of workman	Reference No. and Date
1.	229/2004	Sunder Lal	L-30011/19/2004-IR (M) dated 2/6/2004
2.	235/2004	Karam Chand	L-30011/21/2004-IR (M) dated 2/6/2004
3.	237/2004	Ramesh Chand	L-30011/16/2004-IR (M) dated 1/6/2004
4.	239/2004	Puran Chand	L-30011/25/2004-IR (M) dated 2/6/2004
5.	241/2004	Raj Kumar	L-30011/24/2004-IR (M) dated 2/6/2004
6.	243/2004	Nand Lal	L-30011/27/2004-IR (M) dated 2/6/2004
7.	245/2004	Kanhaya Lal	L-30011/31/2004-IR (M) dated 1-6-2004
8.	247/2004	Nek Ram	L-30011/33/2004-IR (M) dated 1-6-2004
9.	249/2004	Lekh Ram	L-30011/26/2004-IR (M) dated 2-6-2004

2. Workman filed claim statement wherein he averred that he joined the services of the ONGC w.e.f. 19-8-2000 but the respondent did not issue any letter of appointment at the time of joining of duty. Later on the appointment letter was issued on the intervention of Labour Department on 25-5-01. He worked continuously from the date of joining till 1-10-2003 without any break in the services and completed more than 240 days which is mandatory for raising the industrial dispute. He worked up to the entire satisfaction of ONGC and he was never issued any show cause notice, warning, charge sheet or any other memo. He was getting Rs. 3900 per month. That the management passed the retrenchment orders dated 1-10-2003 and terminated the services from the same date. He was neither paid retrenchment compensation, nor one month notice or notice pay in lieu of notice. The management thus has violated the provisions of Section 25F of the I.D. Act 1947.

3. That the respondent management had started the new exploratory drilling proposal at Danger, District Bilaspur Himachal Pradesh which is just at the distance of 50 Kms from the previous site and the workman is ready to work at the proposed site. It is obvious that the respondent management will make fresh appointments to run the proposed exploratory project. The workman is a trained person and can handle the whole work in a better way as compared to the fresh appointee. The respondent shall further violate Section 25H of the I.D. Act while making fresh appointment. Whole of the machinery and other infrastructure is being shifted from the present site in District Sundernagar to the new site at Danger the workman

is duly covered under the definition of work under the I.D. Act and had completed 240 days of continuously and without any break hence the claim of the workman is maintainable.

4. The management ONGC filed written reply to the claim statement of the workman submitting that engagement of the workman was governed by the terms of the letter of appointment issued to him. Further it is also governed by retrenchment letter. It is mentioned in the appointment letter and it is so effective in the retrenchment order that the services will be terminated without further notice as there was stipulation in the appointment letter and it does not amount to retrenchment. Hence no violation of any provisions of the I.D. Act 1947. On merits also the management denied the averments made in the claim statement and submitted that the exploratory drilling at Danger District Bilaspur commenced due to the fact that Rig could be shifted late because of the agitation of the workmen including the present workman. That the workmen were taken there on need basis on day to day requirement only and on daily wage rate. However they were paid higher wage rate as the workman was on 12 hours. There were number of workers taken on need basis and were and on regular employment. Management also denied other allegations and submitted that as the appointment of the workman and other workmen was on project basis and it was shown in the appointment letter also and it was also made clear to them. The dispute was raised before the conciliation officer where settlement was arrived at and also that in accordance with the condition of the appointment letter only his services were disengaged and there is no violation of any provisions of the I.D. Act 1947 as it is not a retrenchment.

5. Workman filed replication reiterating the averments as made in the claim statement.

6. Workman to prove his claim statement filed his own affidavit and examined himself in evidence and management also filed one affidavit of only one witness i.e. A.K. Sharma and examined as only MW. Both witnesses were cross examined at length.

7. At the time of final arguments learned counsel for the parties submitted that along with the case of the present workman Rishikesh Vs. ONGC there are nine other cases of similar nature between other 9 workmen as detail given with the same management i.e. of ONGC at the same site and in the same project where the present workman Rishikesh was working. Learned counsel for workmen Shri M.S. Gorsi is advocate of workmen in all cases and learned counsel for the management ONGC Shri I. S. Sidhu in all the cases had submitted that all these 10 cases can be disposed off by single award in case of Rishikesh Vs. ONGC as the evidence, facts and law involved are the same and similar in the above 10 cases. Learned counsel for the parties submitted that in all the above 10 cases in evidence workman examined himself as his only witness and management examined Shri A.K. Sharma in all the above

cases. Both learned counsel submitted that in these cases the date of termination and rate of wages are not disputed between the parties and that even the management conceded that date of termination as alleged by the workmen and rate of wages as alleged are the same as they alleged in their respective claim statements.

8. Learned counsel for the workmen Shri M.S. Gora submitted in oral arguments that as there is no dispute with regard to date of termination, rate of wages, the contentions of the workmen were admitted in one way by the management that in all the above 10 cases workmen have completed 240 days preceding on the date of their termination and that workmen were not paid any retrenchment compensation, one month notice or pay in lieu of notice. The contentions of the workmen are that management started another project at Dugger District Bilaspur and there also management ONGC need further labour to the employed as they were well known to the exploratory work including drilling otherwise management will commit violation of Section 25F & H of the I.B. Act 1947. Workmen should be reinstated as they have completed 240 days. He also submitted that workmen approached the Hon'ble Himachal Pradesh High Court and later on they filed a contempt and thereafter only management of ONGC reinstated the workmen as they have exploratory work in search of oil or gas in different basins of the country. It is submitted while concluding the arguments on behalf of the workmen that all workmen have proved their cases. Therefore, these ten cases may be decided in favour of all the workmen directing the management to reinstate the workmen with full back wages and all other benefits.

9. On the other hand learned counsel Shri I.S. Sidhu for the management ONGC submitted that in all the 10 cases, management honestly admitted that what ever the rate of wages workmen were claiming, management was paying. Management also admitted date of appointment and date of termination of each workman. Management also admitted that workmen on raising the dispute before the labour office, issued appointment letter Ex. W2 to the workmen and W3 is the termination letter. He submitted that there is no dispute about as to rate of wages were the same as alleged by the workmen and workmen have completed 240 days but still all workmen are not entitled to any relief. Management has not violated any provision of the ID Act. He submitted that termination of all the workmen does not amount to retrenchment as all the workmen were terminated in accordance with the condition laid down in Ex. W3 and there is a stipulation, also shows compliance in the termination letter Ex. W3. He submitted that as bare perusal of the appointment letter Ex. W2 it is clear that workman is retrenched as per terms of the employment as specifically contained in para 1 thereof. The employment was only for a period, the activities remained in operation at Sundernagar. The appointment was thus, offered as contingent workers unskilled at Sundernagar project till

such activities requiring nature of job offered to him are in operation. It was further the condition that on completion of such activities, his services shall be terminated without further notice.

10. It is further submitted by Sh. I.S. Sidhu Ld. Counsel of ONGC that as the operation of the activities at Sundernagar Project requiring nature of job have been completed. Therefore, in view of the terms of memorandum dated 5.5.2001 Ex. W2 the services no longer required w.e.f. October 2002.

11. He submitted that at the time of appointment of the workman term it was made known to him that his appointment is upto the activities of the project as per Ex. W2 and termination was in accordance with Ex. W3 and workmen in cross-examination also replied that it is correct that management after completion of Sundernagar project terminated their services in terms of letter of appointment but later he tried to say without notice or without payment or retrenchment compensation.

12. While summing up his arguments Sh. Sidhu A.R. of the management submitted that management has proved that despite completion of 240 days by each workman a fact of retrenchment. And the termination is in accordance with the clause of appointment letter as the project was completed at Sundernagar and there is no need to pay retrenchment compensation and notice or pay in lieu of notice. Ld. Counsel Sh. Sidhu also referred to I.T. 2000-3, Supreme Court 436. Workmen also did not reply rather silent on the fact that in W2 appointment letter which was issued on raising dispute before ID Act (C) that there is a clause in the appointment letter and it is a time bound project and workmen were aware of termination on completion of the project.

13. I have heard the workmen advocate Shri M.S. Gora and management's advocate Shri I.S. Sidhu examined evidence of both the parties and documents. Both the parties are in agreement that in all there are 10 cases of similar nature as detailed in this case having the same facts and law involved. In all the 10 cases learned advocate for the workmen and the management are also submitted that these 10 cases can be disposed of by single award in the present case of Kishakesh vs. ONGC as law and facts and evidence is the same. I therefore decided as agreed by both the parties that all these 10 cases shall be disposed by a single award in Kishakesh vs. ONGC.

14. Learned counsel for the workmen has submitted that entire case is confined by the management ONGC. He also submitted that law referred by him are also applicable to the case of the workmen. All workmen have completed 240 days in a calendar year preceding to the date of termination. The date of termination is in writing and further there was work available as the management started work at another site under different project. He submitted that management ONGC also has admitted the date of termination, rate of wages in all the 10 cases and that

workmen have completed 240 days preceding to the date of their termination and workman have not been paid retrenchment compensation, notice or notice pay in lieu of notice. There was also a project at Danger and therefore, the management of ONGC has violated the provisions of Section 25F and H of the I.D. Act 1947. In all the 10 cases the workmen have proved the reference in their favour. Therefore, workmen may be reinstated with continuity of service and full back wages and all service benefits applicable to them.

15. In nutshell, against the plea of the workmen, the management has submitted that despite admitting the case of the workmen, the workmen are not entitled to any relief of any kind and the workman all failed to prove violation any violation of the provisions of Section 25F and H of the I.D. Act. He submitted that the termination of the workmen are as per their appointment letter "that services of the workman shall be terminated without further notice on the completion of the work and was also for the execution of a particular job." That particular job was over and in terms of appointment letter and on execution of the project, the management terminated the services of all the workman without causing any violation of any provisions of the I.D. Act. the workmen are not entitled to any retrenchment compensation or pay in lieu of notice or notice of one month as it is not a retrenchment. The management has rightly terminated their services as the job in which they have taken, was over. I have also found that management has also relied on a Hon'ble Supreme Court judgment in JT 2003(3) SC 436 S.M. Nilajkar and Ors Vs. Telecom District Manager, Karnataka. In this judgment the Hon'ble Supreme Court has held that in a case where the workman was appointed in a particular job and there is a stipulation in their appointment letter and on completion of the job if his services were terminated as per appointment letter, it is not a retrenchment but it must be known to workman. There is no violation of any provisions of Section 25F of the I.D. Act 1947. This project was over as not disputed. Therefore the management is not to comply any provision, reference may be decided in favour of the management.

16. I have found on perusal of the entire evidence and pleadings and arguments there was a stipulation in the appointment letter and on completion of the project the services of the workman were terminated as the particular work was over and this stipulation was well known to the workman. The law referred by the learned advocate of the ONGC fully covers this case. Further workmen no where has rebutted this plea of ONGC in evidence, pleadings and arguments that in view of existence of stipulation in Ex.W2, appointment letter of workman, workman was disengaged is totally silent on this aspect.

17. I am of the considered view that workmen failed to prove the reference in their favour whereas the management has proved the reference in their favour. The management has proved that action of the management of ONGC in all the cases in terminating the services of the

workmen Rishikesh and others w.r.f 1-10-2003 without any notice and without any payment of retrenchment compensation is legal and justified. As it is held that termination is justified, therefore, the workmen are not entitled to any relief also. The references are answered accordingly in favour of the management. Central Govt. be informed. The copy of this award be also placed in other nine files also. Files be consigned to record.

Chandigarh

18-6-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 29 जून, 2007

क्र.अ. 2055.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार समुद्र मैंगनीज एण्ड आयरन और लिमिटेड के प्रबंधकों के संबद्ध निवेशकों और उनके कर्मचारियों के बीच, अनुसूची में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय बंगलूर के पंचाट (संदर्भ संख्या 08/2002, 09/2002, 10/2002 एवं 11/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-2007 को प्राप्त हुआ था।

[सं. (1) एल-26012/3/2001-आईआर (एम)]

(2) एल-26012/4/2001-आईआर (एम)

(3) एल-26012/6/2001-आईआर (एम)

(4) एल-26012/5/2001-आईआर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2055.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2002, 09/2002, 10/2002 & 11/2002) of the Central Government Industrial Tribunal/Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sandur Manganese & Iron Ore Ltd. and their workman, which was received by the Central Government on 29-06-2007.

[No. (1) L-26012/3/2001-IR (M)]

(2) L-26012/4/2001-IR (M)

(3) L-26012/6/2001-IR (M)

(4) L-26012/5/2001-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated : 8th June 2007

PRESENT

Shri A.R. SIDDIQUL
Presiding Officer

C.R. No. 08/2002

I Party

Shri Narayan,
S/o Shri Basappa,
At/POO Yeswant Nagar,
Sandur Taluk,
Bellary District,
Karnataka State

II Party

The General Manager,
Sandur Manganese & Iron Ore
Ltd., PO Deogiri,
Sandur Tq.,
Bellary District,
Karnataka State

C. R. No. 09/2002

I Party

Shri Venkatesh,
S/o Shri Chinnayya,
C/o Teachers Colony,
14th Ward, Sandur P.O.,
Sandur Taluk,
Bellary District,
Karnataka State

II Party

The General Manager,
Sandur Manganese & Iron Ore
Ltd., PO Deogiri,
Sandur Tq.,
Bellary District,
Karnataka State

C. R. No. 10/2002

I Party

Shri V. Panchalish,
S/o Shri Chinnayya,
C/o Teachers Colony,
14th Ward, Sandur P.O.,
Sandur Taluk,
Bellary District,
Karnataka State

II Party

The General Manager,
Sandur Manganese & Iron Ore
Ltd., PO Deogiri,
Sandur Tq.,
Bellary District,
Karnataka State

C. R. No. 11/2002

I Party

Shri Malliyappa,
S/o Shri Basappa,
Near Higher Primary
School, At/POO
Yeswant Nagar,
Sandur Taluk,
Bellary District,
Karnataka State

II Party

The General Manager,
Sandur Manganese & Iron Ore
Ltd., PO Deogiri,
Sandur Taluk,
Bellary District,
Karnataka State

COMMON AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred these disputes vide Order No. L-26012/3/2001-IR(M) dated 24-01-2001, L-26012/4/2001-IR(M) dated 24-01-2001, L-26012/6/2001-IR(M) dated 24-01-2001, & Order No. L-26012/5/2001-IR(M) dated 28th January, 2001 for adjudication on the following schedules :

SCHEDULE (CR 08/2002)

"Whether the action of the management of M/s. Sandur Manganese & Iron Ore Ltd., is justified in

imposing the punishment of dismissal from service on Shri Narayan, w.e.f. 06-1-1999 though the Hon'ble Civil Judge & JMFC, Sandur has acquitted him for similar charges of theft? If not, to what relief the workman is entitled?"

SCHEDULE (CR 09/2002)

"Whether the action of the management of M/s. Sandur Manganese & Iron Ore Ltd., is justified in imposing the punishment of dismissal from service on Shri V. Venkatesh, S/o Shri Chinnayya w.e.f. 06-1-1999 though the Hon'ble Civil Judge & JMFC, Sandur has acquitted him for similar charges of theft? If not, to what relief the workman is entitled?"

SCHEDULE (CR 10/2002)

"Whether the action of the management of M/s. Sandur Manganese & Iron Ore Ltd., is justified in imposing the punishment of dismissal from service on Shri Panchalish, S/o Shri Chinnayya, w.e.f. 06-1-1999 though the Hon'ble Civil Judge & JMFC, Sandur has acquitted him for similar charges of theft? If not, to what relief the workman is entitled?"

SCHEDULE (CR 11/2002)

"Whether the action of the management of M/s. Sandur Manganese & Iron Ore Ltd., is justified in imposing the punishment of dismissal from service on Shri Malliyappa, S/o Shri Basappa w.e.f. 06-1-1999 though the Hon'ble Civil Judge & JMFC, Sandur has acquitted him for similar charges of theft? If not, to what relief the workman is entitled?"

2. These are the four reference proceedings by four first party workmen raising the disputes separately, against one and the same management challenging the dismissal order dated 6-1-1999 passed against them individually based on the common charge sheet dated 23-8-1997 issued against them and therefore, by the consent of learned counsels representing the parties all the proceedings have been clubbed together and common award is being passed for the sake of convenience and to avoid the overlapping of discussions and findings to be recorded by this tribunal.

3. A charge sheet dated 23-8-1997 consisting of common allegations of theft alleged to have been committed by the first party workmen came to be issued to them, individually, in the following terms : --

ಅಧಿಕಾರಿಗಳು, ಸಂಸ್ಥೆಯಲ್ಲಿ ಕೆಲಸ ಮಾಡುತ್ತಿರುವಾಗ, ಸಂಸ್ಥೆಯ ಸಾಮಗ್ರಿಗಳನ್ನು ಅನುಮತಿಯಿಲ್ಲದೆ ಸ್ವಂತದ ಉಪಯೋಗಕ್ಕಾಗಿ ಅಪಹರಿಸಿ, ಅದರ ಮೌಲ್ಯವನ್ನು ಕಳೆದುಕೊಳ್ಳುವಂತಹ ಅಪರಾಧವನ್ನು ಸಂಭವಿಸಿದೆ.

೧. ಸಂಸ್ಥೆಯಲ್ಲಿ ಕೆಲಸ ಮಾಡುತ್ತಿರುವಾಗ, ಸಂಸ್ಥೆಯ ಸಾಮಗ್ರಿಗಳನ್ನು ಅನುಮತಿಯಿಲ್ಲದೆ ಸ್ವಂತದ ಉಪಯೋಗಕ್ಕಾಗಿ ಅಪಹರಿಸಿ, ಅದರ ಮೌಲ್ಯವನ್ನು ಕಳೆದುಕೊಳ್ಳುವಂತಹ ಅಪರಾಧವನ್ನು ಸಂಭವಿಸಿದೆ. ಸಂಸ್ಥೆಯಲ್ಲಿ ಕೆಲಸ ಮಾಡುತ್ತಿರುವಾಗ, ಸಂಸ್ಥೆಯ ಸಾಮಗ್ರಿಗಳನ್ನು ಅನುಮತಿಯಿಲ್ಲದೆ ಸ್ವಂತದ ಉಪಯೋಗಕ್ಕಾಗಿ ಅಪಹರಿಸಿ, ಅದರ ಮೌಲ್ಯವನ್ನು ಕಳೆದುಕೊಳ್ಳುವಂತಹ ಅಪರಾಧವನ್ನು ಸಂಭವಿಸಿದೆ. ಸಂಸ್ಥೆಯಲ್ಲಿ ಕೆಲಸ ಮಾಡುತ್ತಿರುವಾಗ, ಸಂಸ್ಥೆಯ ಸಾಮಗ್ರಿಗಳನ್ನು ಅನುಮತಿಯಿಲ್ಲದೆ ಸ್ವಂತದ ಉಪಯೋಗಕ್ಕಾಗಿ ಅಪಹರಿಸಿ, ಅದರ ಮೌಲ್ಯವನ್ನು ಕಳೆದುಕೊಳ್ಳುವಂತಹ ಅಪರಾಧವನ್ನು ಸಂಭವಿಸಿದೆ.

होती है। यह प्रमाणों के द्वारा साबित है कि
उनके द्वारा दिये गये बयानों में कोई भी तथ्य
नहीं है जो कि उनके द्वारा दिये गये बयानों में
उल्लेख किया गया है।

2. कि उनके द्वारा दिये गये बयानों में कोई भी तथ्य
नहीं है जो कि उनके द्वारा दिये गये बयानों में
उल्लेख किया गया है।

3. कि उनके द्वारा दिये गये बयानों में कोई भी तथ्य
नहीं है जो कि उनके द्वारा दिये गये बयानों में
उल्लेख किया गया है।

4. कि उनके द्वारा दिये गये बयानों में कोई भी तथ्य
नहीं है जो कि उनके द्वारा दिये गये बयानों में
उल्लेख किया गया है।

5. कि उनके द्वारा दिये गये बयानों में कोई भी तथ्य
नहीं है जो कि उनके द्वारा दिये गये बयानों में
उल्लेख किया गया है।

6. कि उनके द्वारा दिये गये बयानों में कोई भी तथ्य
नहीं है जो कि उनके द्वारा दिये गये बयानों में
उल्लेख किया गया है।

4. It is said that the first party workmen submitted their explanations to the said charge sheet denying the allegations of theft and the management not being satisfied with their explanations or replies to the charge sheet, ordered Domestic Enquiry into the matter. Thereupon, domestic enquiry was held against the first party workmen in separate sittings, being participated by them and on the conclusion of the enquiry proceedings, the enquiry officer submitted his enquiry report dated 7-8-1998 in CR No. 08/2002, enquiry report dated 18-8-1998 in CR No. 09/2002, enquiry report dated 14-8-1998 in CR No. 10/2002 and enquiry reported dated 10-8-1998 in CR No. 11/2002, separately holding each of the first party workman guilty of the charges of misconduct committing theft of the property belonging to the management. Based on the said enquiry reports, individual show cause notices were issued to the first party workmen seeking their comments on enquiry reports and once again their explanations not being found satisfactory all of them were proposed with the punishment of dismissal and once again giving them opportunity of hearing, impugned punishment orders dated 6-1-1999 came to be passed by the Disciplinary Authority dismissing the first party workmen from their services. It appears from the records that the first party workmen being aggrieved by the dismissal orders, challenged those orders in the first instance approaching the Labour Court at Hubli

raising the dispute under Section 10(4-A) of the ID Act and thereafter on the point of jurisdiction, withdrew those disputes from the said Labour Court under its permission and then raised the disputes before the ALC (Central), the Conciliation Officer, Bellary and the conciliation proceedings resulted into the present references.

5. The common grounds urged in the Claim Statements filed by these 4 first party workmen to be narrated, in nutshell, are that all of them joined the services of the management company initially as Mine Workers and then promoted as Drillers and thereafter as Tractor Drivers somewhere in the year 1982, thereby they had been in the service of the management for about a period of more than 25 years as on the date they were dismissed from services; that on 9-6-1997 all of them were called to the Sandur Police Station on the pretext of getting some clarifications but to their surprise they were detained in the police custody on false charges of having been involved in a theft case up till 17-6-1997, on which date only they were produced before the judicial Magistrate First Class, Sandur and they were released on bail; that a false case was foisted upon the first party workmen at the instance of the Sandur Police on the allegations that these workmen were found moving suspiciously with a gunny bag on 17-6-1997 and they were apprehended by the police along with some material/goods which came to be identified later on as goods belonging to the management company. Though the first party workmen were nothing to do with the so called seized theft property and no police complaint as such was lodged with the police by the management company for those alleged stolen articles; the first party workmen were kept in illegal custody of the police from 9-6-1997 to 17-6-1997, in the absence of any incriminating evidence and in order to cover up and justify their illegal detention at the Sandur Police went to the extent of creating records as if they had apprehended the first party workmen only on 17-6-1997 that too on the allegation that they were found in possession of stolen goods said to have been stolen a year before the incident on hand; that thereupon, the Sandur Police registered a false case against the first party workmen and filed a false charge sheet but could not prove the charges of alleged theft against the first party workmen during the course of trial taken in a criminal court. All of them were honourably acquitted vide judgment dated 9-9-1999. However, in the meantime without waiting the outcome of the criminal prosecution against the first party workmen, the management hurriedly commenced the Domestic enquiry proceedings against the first party workmen and the enquiry officer submitted his findings holding them guilty of the charges without there being any evidence on record either direct or circumstantial to connect them with the guilt. Not a single witness was examined during the course of enquiry to prove the fact of recovery of the alleged theft property from the possession of the first party workmen which was found basis for registering the police case against them and thereafter holding enquiry against them

by issuing the charge sheet; that the findings of the enquiry officer were totally perverse and one sided. He just considered irrelevant and inadmissible evidence and making presumptions and assumptions came to wrong conclusions holding the first party workmen guilty of the charges. The Disciplinary Authority also without application of its mind ignoring the defence taken by the first party workmen and their excellent records of service simply and mechanically accepted the findings of the enquiry officer imposing the punishments of dismissal against them which punishment of dismissal is disproportionate as a result of victimization and discrimination. Therefore, the first party requested this tribunal to pass an award setting aside the impugned dismissal orders with the relief of reinstatements, backwages, continuity of service and all other attended benefits (pleadings with regard to the validity and fairness of the enquiry proceedings are omitted there being a separate finding on the said issue).

6. The management by its counter statement however, challenged the averments made in the claim statements filed by the first party workmen. The gist of the contentions taken by the management is by way of repetition of the allegations made in the charge sheets, in the first instance. With regard to the merits of the case the management contended that based on the reports found mentioned in the charge sheets made by the Security Officer and other staff and thereupon based on the FIR issued by the Sandur Police about the recovery of the theft property belonging to the company from the custody and possession of the first party workmen, the aforesaid charge sheets were issued against the first party workmen resulting into the Domestic Enquiries and then enquiry findings were given by the enquiry officer holding them guilty of the charges followed by dismissal orders passed against them. The management contended that the findings of the enquiry officer are based on both oral and documentary evidence and have rightly been accepted by the Disciplinary Authority and therefore, the management was justified in dismissing the first party workmen from their services keeping in view the gravity of the misconduct committed by them. The management refuted the contention of the first party workmen that the enquiry officer simply relied upon the FIR copies and other connected police records and then imparting his own knowledge on the basis of assumptions and presumptions submitted the enquiry findings holding the workman guilty of the charges. Therefore, the management contended that the enquiry findings were supported by sufficient and legal evidence and in the result dismissal orders passed against the first party workmen were legal and justified not to entertain the present references by the workmen.

7. Keeping in view the respective contentions of the first party workmen and the management in their Claim Statements and Counter Statements with regard to the validity and fairness or otherwise of the enquiry

proceedings conducted by the management against the first party workmen, a preliminary issue came to be framed separately in all the four cases. The management during the course of common trial on the said issues examined the enquiry officer as MW1 and got marked documents as Ex. M1 to M56 which included the documents marked during the course of Domestic enquiry proceedings. The first party workmen submitted their individual affidavits by way of rebuttal evidence and after having heard the learned counsels for the respective parties, this tribunal by order dated 20-6-2006 answered the above said preliminary issues in favour of the management holding that the enquiries held against the first party workmen were fair and proper. Thereupon, the first party workmen once again filed their affidavit evidence on the point of alleged victimisation and were cross examined on behalf of the management. No evidence as such was produced by the management on the said point. Then the matter was posted for arguments on merits. Learned counsel for the management filed his written arguments and whereas, learned counsel for the first party workmen submitted his oral arguments and hence for award.

8. Now, keeping in view the reference schedules involving the points of disputes and the findings recorded by this tribunal on the DE issues in favour of the management, in the first instance let me examine the question as to "whether the management was justified in imposing the punishment of dismissal against the first party workmen in the face of the judgement of the criminal court acquitting them from the charges of thefts."

9. Learned counsel for the first party on the first point argued that the charge sheets issued against the first party workmen were based upon the identical charges which were the basis of the charges of theft leveled against the first party workmen by the Sandur Police in the aforesaid criminal case and that the oral and documentary evidence to be relied upon by the enquiry officer and to be produced before the criminal court were one and the same and therefore, when the criminal court acquitted the first party workmen, that too, honourably, the findings of the enquiry officer holding the workman guilty of the charges of theft which were in fact on the basis of the FIR issued against the first party workmen could not have been acted upon resulting into the dismissal of the first party workmen. In support of her arguments Sant. Vijayalakshmi for Shri AIS representing the first party workmen relied upon the following seven decisions:

1. 2003 1 LLJ 155
2. 199(1) ILJ 1094
3. 2000(11) LLJ 896
4. Unreported judgment dated 1-2-2001 in WP No. 28105/1998
5. 1994 Supp (3) SCC 674
6. 2006 AIR SCW 2709.
7. 2001 1 ILR 229

10. As against this argument learned counsel for the management in his written arguments raised no contention as to why the acquittal in favour of the first party workmen will not come to their rescue in setting aside the dismissal orders passed against them.

11. After having gone through the principle laid down by their Lordship of Supreme Court more particularly, in the first two decisions namely, in the case of Mahibooobshah & Capt. M. Paul Anthony I find very much substance in the arguments advanced for the first party workmen. His Lordship of our Hon'ble High Court in the case of Mahibooobshah while relying upon the decision of their Lordship of Supreme Court in the case of Capt. Paul Anthony at paras 17 to 19 laid down the principle "that though the management is not prevented to hold the departmental proceedings against the delinquent concerned simultaneously with the criminal prosecution going against him in a court and though the acquittal of such a delinquent is no bar either to hold the enquiry proceedings or to punish the delinquent for the misconduct committed by him, held the view that a honourable acquittal by the criminal court however, would be an exception to the rule aforesaid, perhaps in deference to the criminal court decision." Their Lordship of Supreme Court at Para 34 of the decision in the said Paul Anthony case on the point in question laid down the principle as under :—

"A Security Officer in the respondent Gold Mines in Kilur was dismissed from service on charges of alleged recovery of gold ball and gold bearing sand from his house. He challenged the dismissal in a writ petition, which was allowed by a Single Judge, but a Division Bench on letters patent appeal set aside the single judge's judgement. Hence the present appeal by the Security Officer. The Supreme Court allowed the appeal.

The Supreme Court observed that a criminal case based on the same set of facts as those on which the departmental proceedings were based, had been thrown out and the appellant acquitted. It would therefore, be unjust and oppressive, said the Supreme Court, to allow the findings recorded at the ex parte departmental proceedings, to stand."

12. The aforesaid principle applied to the facts and circumstances of the present case on all its fours. The acquittal of the first party workmen along with one another by name Mr. Babu in my opinion is a honourable acquittal. For the justification of the view I have taken I would like to bring on record the very reasons given by the criminal court while acquitting the first party workmen from the charges of thefts levelled against them. The reasons given by the court at Paras 8 to 10 of the said judgement marked as Ex. W1 run as under :—

Point No. 1 :

There is nothing much to discuss about this case, since the prosecution has examined only 4 witnesses. Out of the witnesses examined PW1 is the spot punch

witness, and he turned hostile and denied the entire prosecution story and also denied the panchanama as per Ex.P1. While, PW2 and 3 are the seizure punch witnesses to the panchnama Ex.P2 under which, police are said to have seized the articles from the possession of the accused, but, they too turned hostile and denied the seizure of articles from the possession of the accused in their presence, and they also denied the entire prosecution story. While PW4 is the Foreman of the said company, but he deposed to the fact of theft of articles from his company, but he has not at all deposed that the accused have committed theft of the said articles from their possession, so, the evidence of PW4 is not assist to the case of the prosecution.

So, this being the prosecution evidence lead, the prosecution has failed to examine the complainant and the L.O. though sufficient opportunity has been given to it. The non-examination of these material witnesses is fatal to the case of the prosecution.

Now, looking into to the prosecution evidence lead, the seizure punch witnesses i.e. PW2 and 3 have completely turned hostile and also denied that the police have seized the articles from the possession of the accused in their presence. When, the seizure from the possession of the accused is not sufficiently proved, then the whole prosecution story fails and absolutely no case is made out as against the accused. Hence, the prosecution has utterly failed to prove the guilty of the accused. Hence, I answer point No. 1 accordingly.

13. Therefore, could be read from the aforesaid reasonings, the first party workmen were not acquitted giving them any benefit doubt but for the reasons that the prosecution story failed to be established there being no case made out against the first party workmen. The court as noted above, held that the prosecution utterly failed to prove the guilt of the accused (the first party workmen).

14. Now, coming to the question as to whether the charges of misconduct as leveled against the first party workmen in the charge sheets and the charges based on which criminal prosecution was taken against the first party workmen were identical one and the same. The position of fact on this question is not disputed and cannot be disputed. The set of oral and documentary evidence which was required to be produced during the course of DE and during course of criminal trial again were one and the same. The most important fact to be substantiated either during the course of enquiry or during the course of trial in the criminal court in order to connect the first party workmen with the guilt of thefts was the alleged recovery of the theft property from the custody and possession of the first party workmen. It is interesting to note that the police officials who are said to have seized the alleged theft property from the first party workmen under the recovery panchnama and the witnesses

who attested panchanama, unfortunately, were not produced before the criminal court thereby the recovery of the property itself could not be substantiated which was infact the basis for the police concerned to register the case against the first party workmen and then for the management to issue the charge sheets against the first party workmen. During the course of trial before the criminal court two recovery panch witnesses namely Sri Venkatesh & Rajanik were examined as PW2 & PW3, Meti Basappa examined as PW1 was said to be the spot panchnama witness and one Mr. Shekhar who said to have made report about the theft property was examined as PW4. Whereas, during the course of enquiry it is strange to note that none of the said three panchas much less the two recovery panch witnesses were not at all produced or the police officer who recovered the property from the first party workmen and then registered the case against him was produced. Therefore, what is the point now to be noted is that not only the charges of theft were identical as founding the charge sheets and as framed in the criminal court but also the oral and documentary evidence to be led during the course of enquiries and during the course of trials were one and the same. Therefore, in this view of the matter the principle laid down by their Lordship of Supreme Court in the aforesaid Paul Anthony case, in my opinion, applied to the facts of the instant case on all its fours, particularly, keeping in view of the facts involved in the aforesaid decision. In the said case also the allegation was that the Police Officer had raided the house of the delinquent concerned and had effected certain recovery. Those police officers and the recovery panchs were the only witnesses to be examined during the course of enquiry and so also were the witnesses examined in the criminal case and the criminal court came to the conclusion that no search or raid was conducted nor any recovery was made from the residence of the delinquent concerned. In the instant case also the charges of theft against the first party workmen hinged upon the proof of recovery of the alleged theft property from the first party workmen by one and the same set of evidence which was to be produced during the course of enquiry and also during the course of criminal trial. Now, therefore, when the criminal court has been pleased to acquit the first party workmen after having considered the evidence brought on record during the course of trial for the charge of theft alleged against them, then it being a honourable acquittal, the management was not justified in maintaining the impugned punishment orders of dismissal passed against the first party workmen on the basis of the enquiry findings, when they brought to the notice of the management this judgement of the criminal court acquitting them from the said charges.

15. Now, let us for the sake of arguments see whether the findings of the enquiry officer in this case suffered from perversity as contended by the first party workmen. Learned counsel on this point was very much right in arguing that there was absolutely no evidence either direct

or circumstantial adduced during the course of enquiry enabling the enquiry officer to come to the conclusion that charge of theft was proved against the first party workmen. A perusal of the enquiry findings would make it abundantly clear that enquiry officer though in many words during the course of his discussion observed that there was no direct evidence or any circumstantial evidence sufficient to prove the charges of misconduct against the first party workmen. However, very strangely held the first party workmen guilty of the charges based on an hearsay evidence of the Security Officer examined as MW1, the Foreman examined as MW2, Store Officer examined as MW3 and the Security Guard examined as MW4. In all the four enquiries held against the first party workmen. These were the witnesses namely, MW1 was in speak to the fact that he received certain reports with regard to the theft committed on 4-7-1996 and the reports with regard to the progress being made into the investigation of the said theft and then ultimately on 17-6-1997 he came to know that there was a telephone message from Sandur Police Station with regard to the recovery of some theft property and therefore, he rushed there, got identified the property with the help of their sub staff and then ultimately made a report of investigation to the above effect leading to the charge sheet. The next witness examined was Mr. Shekhar, Foreman to say that there was some incident of theft on 3-7-1996 and he reminded the Security Officer on 9-6-1997 about the said theft and as to what happened about the recovery of the property stolen from the company. Once again on 17-6-1997 while he was checking the stock he found certain properties missing and for that he made entries in the concerned registers and reported the matter to the GM and it is on 19-6-1997 he along with the Security Officer and three Drillers went to the police station identified the property belonging to the company. The 3rd witness, Mr. Dhannajaya, Store Officer was examined to speak to the fact that the property in fact belonged to the management company and whereas the 4th witness is the Security Guard to speak to the fact the Security Officer informed him and others about the theft of materials of their establishment and asked them to investigate to trace the materials. Therefore, all the witnesses examined during the course of enquiry whispered not a single word against the first party workmen connecting them with the alleged theft even remotely. However, the enquiry officer relied upon the testimony of the said four witnesses and taking into account the FIR copy and the recovery panchanama and other police records connected to the criminal prosecution launched against the first party workmen, jumped to the conclusion that the charges of theft were proved against the first party workmen. It was well argued for the first party workmen that the FIR issued against the first party workmen and the recovery panchanama should never have been considered and taken into account by the enquiry officer as a piece of evidence against the workmen as the police officer who registered the complaint and issued FIR, itself, was neither examined in the enquiries nor the recovery panchnama witnesses

were produced during the course of enquiries much less to prove the alleged charges. Therefore, it was well argued for the first party that it was a 'case of no evidence' much less 'insufficient evidence' or 'lack of appreciation of evidence' in its proper perspective. In the result, it is to be held that the enquiry findings also suffered from perversity not being supported by valid and cogent reasonings, in turn, supported by sufficient and legal evidence. If that were to be the case, it goes without saying that the dismissal order passed against the first party workmen on the basis of the enquiry findings cannot be justified and accordingly have to be set aside as illegal and void ab initio. Therefore, I must make it further clear that the dismissal orders passed by the management against the first party workmen dated 6-1-1999 should not have been continued and maintained after they were acquitted by the criminal court judgement dated 9-9-1999 and these dismissal orders also cannot be sustained for the reasons that enquiry findings suffered from perversity.

16. As the dismissal orders passed against the first party workmen are held to be illegal, the natural corollary to follow would be their reinstatements in services.

17. Coming to the question of relief towards back wages. Though there is no substance in the contention taken by the management to reject the references on hand on account of raising the dispute after a delay of about 3 years from the date of dismissal, however, the reliefs with regard to the back wages, keeping in view the aforesaid delay has to be moulded, accordingly. Therefore, for the period in between the date of dismissals till the date of the references no back wages as such can be awarded to the first party workmen. Now, let us see as to what quantum of back wages the first party workmen are entitled to from the date of the references till the date of their reinstatements. Although the management has not produced any evidence before this tribunal about the gainful employment of the first party workmen during the period they were away from its service. However, one cannot ignore the fact that the first party workmen are Drivers by profession and it just cannot be believed that they have remained unemployed throughout the said period without earning their livelihood

working as Drivers. Therefore, they are held to be entitled to 50 per cent of the back wages from the date of the references till the date of their reinstatements with continuity of service from the date of dismissals till the date of reinstatement along with other consequential benefits. Hence the following award

AWARD

The management is directed to reinstate the first party workmen with 50 percent of the back wages from 1-2-2001 till the date of their reinstatements with continuity of service and all other attended benefits, Keep a copy of the award in CR No. 9/2002, 10/2002 & 11/2002, No costs.

(Dictated to PA transcribed by her corrected and signed by me on 8th June 2007)

A.R. SIDDIQUL, Presiding Officer

नई दिल्ली, 13 जुलाई, 2007

प्र.आ. 2056.—केन्द्र सरकार रेल अधिनियम, 1989 (1989 का 24) की धारा 136 के अंतर्गत रेल कर्मचारी (कार्य के घटे और विश्राम की अवधि) नियमावली, 2005 के नियम 4(2) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए, धर्म और राजगार मंत्रालय में संयुक्त सचिव सुश्री गुरजोत कौर को उक्त नियमों के अंतर्गत अपीलें सुनने के लिए अपीलीय प्राधिकारी के रूप में अधिसूचित करती है। यह सरकारी राजपत्र में इसके प्रकाशन की तिथि से प्रभावी होगा।

[फा. सं. जैद-20025/06/2006-सी एल एस-1]

विनीता अग्रवाल, निदेशक

New Delhi, the 13th July, 2007

S.O. 2856.—In exercise of the powers conferred by Rule 4 (2) of Railway Servants (Hours of Work and period of Rest) Rules 2005 under Section 136 of the Railway Act, 1989 (24 of 1989) the Central Government hereby notifies Ms. Gurjet Kaur, Joint Secretary in the Ministry of Labour and Employment as Appellate Authority to hear Appeals under the said Rules. This will take effect from the date of its publication in the Official Gazette.

[F. No. Z-20025/06/2006-CLS-I]

VINITA AGARWAL, Director